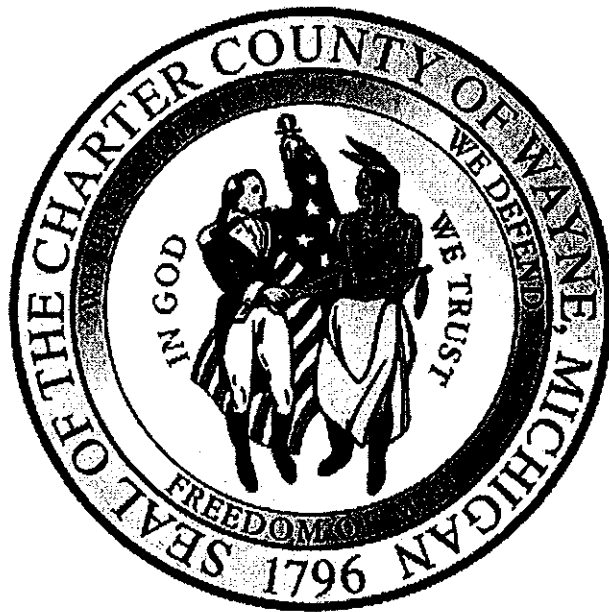


# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**Robert A. Ficano  
County Executive**

**- AND -**

**AFSCME  
LOCALS 1862, 2057 AND 2926**

**DECEMBER 1, 2004  
THROUGH  
SEPTEMBER 30, 2008**

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## **ARTICLE 1 - AGREEMENT**

### **1.01**

This agreement is entered into between the County of Wayne, Michigan, (hereinafter referred to as the "Employer"), and Local 1862, Local 2057, and Local 2926 affiliated with Michigan Council No. 25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE 2 - PURPOSE AND INTENT**

### **2.01**

The purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual benefit of the Employer, its employees, and the Union.

### **2.02**

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the Union's success in rendering services to the public.

### **2.03**

Therefore, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **2.04**

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no persons shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, disability, marital status, and as otherwise provided by law.

## **ARTICLE 3 - RECOGNITION**

### **3.01**

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act (PERA), as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as defined by the terms of this Agreement for those employees included in the designated bargaining units.

### **3.02**

The bargaining units shall consist of all employees of the Employer holding positions in classifications designated in Appendix A. New classes may be added thereto by agreement between the parties.

### **3.03**

Limited Term and Temporary County employees, appointed to positions listed in Appendix A, shall not be employed more than six (6) months, except by mutual agreement between the parties to this Agreement.

## **ARTICLE 4 - AID TO OTHER UNIONS**

### **4.01**

The Employer agrees not to aid, promote, or finance any other group or organization which purports to engage in collective bargaining or to make any agreement with any group or organization for the purpose of undermining the Union.

### **4.02**

The Union agrees not to make agreements with any other union for the purpose of coercing the Employer.

## **ARTICLE 5 - UNION SECURITY**

### **5.01**

Employees covered by the Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union or pay a monthly service charge for the duration of this Agreement.

## 5.02

Employees covered by the Agreement who are not members of the Union at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union a service charge in the amount equal to the regular monthly dues as a contribution toward the administration of this Agreement. (The provisions of this section shall also apply to part-time, temporary, seasonal employees as defined in 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days of employment.

## 5.03

Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days after completion of thirty (30) days of service, shall, commencing with the first biweekly payroll period thereafter and for the duration of this Agreement, pay to the Union the service charge defined in 5.02 above. The provisions of this section shall also apply to all employees as defined in 3.03, provided that said employees shall not be required to comply until completion of ninety (90) days.

## 5.04

Once a month, the Employer will furnish each Local Union with the name, department, classification, and date of hire of each new employee. This information may also be transmitted electronically to AFSCME Council 25.

## 5.05

Failure to comply with the provisions of 5.01, 5.02, and 5.03 shall be cause for the termination of the employee.

## 5.06

No employee shall be terminated under this Article unless the Union has first notified the Labor Relations Director in writing that the employee has elected not to join the Union or pay the service charge, and is not in compliance with the provisions of this Article.

Upon receipt of such written notice, the Labor Relations Director shall, within five (5) workdays, notify the employee that unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.

The employee shall then be terminated unless the employee can produce evidence of compliance.

## **ARTICLE 6 - PAYMENT OF UNION DUES**

### **6.01**

During the life of this Agreement, the Employer agrees to deduct Union membership dues, special purpose contributions, or any other fees levied in accordance with the Constitution and By-laws of the Union, from the pay of each employee who executes or has executed an "Authorization for Union Deduction" form. Such dues or fees must be tendered by payroll deduction.

### **6.02**

Deductions shall be made only in accordance with the provisions of said "Authorization for Union Deduction" form. A properly executed copy of such "Authorization for Union Deduction" form for each employee from whom membership dues and/or fees are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Union Deduction" forms which are incomplete or in error will be returned promptly to the Local Union Financial Secretary by the Employer.

### **6.03**

An employee who has filed an "Authorization for Union Deduction" form and who, by reason of transfer, promotion, demotion, or otherwise, moves from one Council 25 Local Union jurisdiction to another Council 25 Local Union jurisdiction, as established by the Union shall be required to submit a new "Authorization for Union Deduction" form bearing the appropriate Local Union designation.

### **6.04**

Deductions for each calendar month shall be remitted to the designated financial officer for each Local Union, within fifteen (15) days after the date of deduction, with a listing of employees for whom said deductions were made. This information may also be transmitted electronically to AFSCME Council 25.

### **6.05**

The Employer shall not be liable to the Union by reason of the requirements of this

Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits, or other liability by the Employer for the purpose of complying with this Article.

## **ARTICLE 7 - PAYMENT OF SERVICE CHARGE**

### **7.01**

Employees who do not make application for membership in the Union as outlined in Article 5 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

### **7.02**

Upon written notification by the Union to the Employer that the employee has elected not to make application for membership in the Union or sign an "Authorization for Deduction of Service Charge" form, the Employer shall inform the employee of the provisions of the Agreement and the consequences of noncompliance.

### **7.03**

An employee who has filed an "Authorization for Deduction of Service Charge" form and who, by reason of transfer, promotion, demotion, or otherwise, moves from one Council 25 Local Union jurisdiction to another Council 25 Local Union jurisdiction, as established by the Union, shall be required to submit a new "Authorization for Deduction of Service Charge" form bearing the appropriate Local Union designation.

### **7.04**

Deductions for each calendar month shall be remitted within fifteen (15) days after date of deduction, to the designated financial officer for each Local Union, with a listing of employees for whom said deductions were made. This information may also be transmitted electronically to AFSCME Council 25.

### **7.05**

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the



purpose of complying with this Article.

## **ARTICLE 8 - MANAGEMENT RIGHTS**

### **8.01**

The management of the County and its departments is vested in the County Executive. The Employer possesses the exclusive right to manage the affairs of the County, including but not limited to the right to: establish starting and quitting time; establish the size of work crews; assign days off, annual leave and regulate other forms of leaves as may be provided for in this Agreement; select the manner in which employees shall be reduced in classifications in the interest of layoff; and prescribe reasonable rules for just cause disciplinary actions. The Employer recognizes that supervision is necessary when work is being performed. However, the level of supervision shall be determined by the Employer.

### **8.02**

The Employer has any other common law rights an employer possesses and which have not been limited by the express terms of this Agreement.

### **8.03**

Except as otherwise specifically provided, for purposes of this Agreement the Director of Personnel/Human Resources shall act as the designee of the Employer.

## **ARTICLE 9 - REPRESENTATION**

### **9.01 Stewards**

It is mutually agreed that for the purpose of operating under this Agreement, employees shall be entitled to representation by designated stewards on an area basis.

### **9.02 Local 1862 Stewards**

Stewards at large	2
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### **9.03 Local 2057 Stewards**

Forestry (Wick)	1
Central Maintenance (Equip. Repair Foreman)	1
Wayne Yard (all others & Yost Yard)	1
Goddard Yard	1

Merriman Yard	1
Norton Yard (Wilcox & Phoenix)	1
Wyoming Yard (Hoover)	1
Expressway Yard (Hern)	1
New Boston Yard (Sibley)	1
Central Maintenance - Bridge Division	1
Central Maintenance - Roads and Signs	1
Parks	1

#### 9.04 **Local 2926 Stewards**

Four (4) stewards, two (2) for Unit I, and two (2) for Unit II, each unit having one steward working at and representing downtown and one working at and representing field operations.

#### 9.05

When a steward is temporarily assigned to a position above the bargaining unit or is unavailable for a period of eight (8) or more hours during his or her regularly scheduled work shift, the alternate or assistant shall assume the steward's responsibilities.

#### 9.06

It is mutually recognized that the principle of proportionate representation is a sound and equitable basis for determining the number of stewards in each Local Union covered by this Agreement. Stewards shall be regular full-time employees.

#### 9.07

The number of stewards allowed for each Local Union shall be the subject of continuing negotiations between the Employer and the Union.

#### 9.08

Each Local Union shall maintain a current list of stewards for each designated area, and shall furnish the Employer or appropriate management representative with a copy of same. In the event the work assignment of a steward shall be changed to another designated area, the steward shall be replaced by a steward selected by the Local Union from the designated area as herein provided. The Local Union shall give notice in writing to the Employer or the appropriate management representative of such replacement not less than forty-eight (48) hours prior to the steward assuming his or her duties.

#### 9.09

The Employer shall furnish the Union with a corresponding representative list for each designated area. In the event there should be changes in representatives for the Employer, the Employer will notify the Union, in writing, of such change not less than forty-eight (48) hours prior to the representative assuming his or her duties.

#### 9.10

Stewards, during their work hours, without loss of time or pay, may investigate reported grievances within their designated area and present said grievances to the Employer or the appropriate management representative. Before entering upon such union business, stewards shall give notice to and receive approval from the designated supervisor, or in his or her absence, the designated alternate supervisor; and a list of same will be provided to the Union within thirty (30) days upon signing of the Agreement. The Union shall be notified of any changes of said list forty-eight (48) hours prior to a new supervisor or alternate assuming the duties as provided in this section. Approval for release from their work assignment for this purpose, for such time as may be necessary, will not be unreasonably withheld. Any alleged abuse by either party shall be proper subject for a special conference as provided by this Agreement.

#### 9.11 **Committeepersons**

Each Local Union covered by this Agreement shall be entitled to representation by Union committeepersons on the following basis:

Local No. 1862 - One	(1)	Local No. 2926 - Zero	(0)
Local No. 2057 - One	(1)		

#### 9.12

All committeepersons shall be full-time regular employees of a bargaining unit within the jurisdiction of the respective Local Unions. The Employer or appropriate management representative shall be promptly notified of the selection of the committeepersons by each Local Union as herein provided or of any subsequent replacement.

#### 9.13

Committeepersons shall report daily to their regularly scheduled work assignment, unless prior approval is given by the appropriate management representative.

#### 9.14

Committeepersons may investigate and process a reported employee grievance at

the appropriate management level without loss of time or pay if the area steward is unable to resolve the alleged complaint with the immediate supervisor. Before entering upon such union business, committeepersons shall give notice to and receive approval from the appropriate management representative for release from their work assignment for such time as may be necessary to conduct union business. Approval shall not be unreasonably withheld, nor shall this provision be abused. Any alleged abuse by either party will be a proper subject for a special conference, as provided by this Agreement.

#### 9.15

The President of each Union may call upon a Local Union committeeperson for assistance in processing grievances involving the interpretation or application of this Agreement, or for the purpose of reaching a prompt settlement of group or policy grievances.

#### 9.16

Stewards and committeepersons shall not be reassigned to another work area or shift during their term of office except by agreement between the Union and the Department Head.

#### 9.17

Stewards and committeepersons shall be retained in their work areas and shifts for representation purposes during layoff, regardless of seniority, as long as there is work to be performed within their classification.

#### 9.18 **Local Union Presidents**

The President of the Local Union may request and be granted time off without loss of pay to present grievances involving the interpretation or application of this Agreement to the Division of Labor Relations or appropriate management representative as outlined in the grievance procedure.

#### 9.19

The President may attend the meetings of County Boards, Commissions, and Committees when matters involving the Local Union are on the agenda. Prior notice and approval must be obtained by the President before such time off will be approved.

#### 9.20

Whenever the President is required to perform administrative duties limited to internal Union business or functions, he or she may be granted time off without compensation, but without loss of such benefits to which he or she would otherwise be entitled. Requests for such time off without compensation may be granted upon prior notice to the appropriate Management representative.

#### 9.21

It is understood between the parties that for the purpose of maintaining continuity in representation of employees at the higher level of the bargaining unit structure, the Vice-President will serve as the alternate to the Local President and committeeperson. It is further understood that the Vice-President will only function in the absence of the President or committeeperson on occasions when the absences exceed continuous periods of one (1) week, or shorter periods when mutually agreed upon.

#### 9.22

All other requests for leaves of absence by a Local Union President shall be processed in accordance with the provisions of the personnel procedures of the Employer as may be subsequently amended or changed by the terms of this Agreement or Memorandum of Agreement between the parties.

#### 9.23 **Bargaining Committee**

The Employer will recognize a collective bargaining committee of representatives of all affiliated locals and units of Council No. 25 covered by this Agreement. The actual number of bargaining committee members shall be fixed by mutual agreement based upon the make up of the bargaining unit.

#### 9.24

Employees who are elected as delegates to conventions of the AFSCME International Union, Michigan AFSCME Council 25, Michigan State AFL-CIO, or the Detroit Metropolitan AFL-CIO shall be allowed time off with pay to attend such conventions, not to exceed five (5) work days per calendar year for all conventions attended.

#### 9.25

Employees who are selected to represent their Local Unions at union conferences sponsored by the AFSCME International Union, Michigan AFSCME Council 25, Michigan State AFL-CIO, or the Detroit Metropolitan AFL-CIO may, upon written

approval of the Labor Relations Director or his designee, be allowed time off with pay to attend such conferences. Employees can be off with pay for up to five (5) work days per calendar year for all conferences attended.

9.26

Members of the Union elected to Local Union positions or selected by the Union to perform work which takes them from their employment shall at the written request of the Union receive leaves of absence for the term of office or appointment and upon return shall be re-employed at work in their previous classification with accumulated seniority.

9.27

Those members elected or selected to perform work for the Union that takes them from their employment will have the option of allowing any accumulated annual leave bank to be frozen during their leaves.

9.28

An employee may, at his or her option, pay to the Retirement System the required employee contribution in addition to the Employer's required contribution during the time said employee is on approved Union leave.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01

In the event differences should arise between the Employer and the Union during the term of this Agreement as to the interpretation and application of any of its provisions, the parties shall act in good faith to promptly resolve such differences in accordance with the following procedures:

10.02

Whenever an employee believes that any provision of this Agreement has not been properly interpreted or applied, the procedure hereinafter provided shall be followed; except that this procedure shall not prejudice nor deny any employees rights under any other legally constituted agency of government.

10.03

The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining units.

#### 10.04

The Union shall, within fourteen (14) calendar days of the date of the alleged violation or the employee's knowledge of its occurrence, have the right to commence a grievance at the level of management causing the alleged grievance. Grievances involving disciplinary actions, with the exception of oral or written reprimands, taken against an employee shall be initiated at Step 3 of the grievance procedure. However, probationary employees (new hires) shall not have access to the grievance procedure in matters of discipline or discharge.

In the event that a grievance affects two (2) or more employees or the Union, the Union may file a policy grievance. Two (2) or more Local Unions may file a joint policy grievance at Step 4. The joint policy grievance should include the grievance numbers of the unions involved.

It is understood between the parties hereto that any of the time periods at any Step of the grievance procedure provided herein may be extended by mutual agreement in writing, and further, that calendar days shall not include holidays.

The Employer shall furnish the Union with a list of Step 2 and 3 representatives and alternates within thirty (30) calendar days of the execution of this Agreement. This list will be updated as necessary.

#### **Step 1:**

The employee, with the Union steward, or the Union representative acting alone but on behalf of the employee, shall discuss the complaint with Management's designated Step 1 representative. Management's representative shall then attempt to resolve the matter, and shall orally respond to the Union representative within seven (7) calendar days.

#### **Step 2:**

If the grievance or dispute is not satisfactorily settled by discussion, it shall be presented in writing by the Union representative to the designated Step 2 representative within seven (7) calendar days after the response was due. The aggrieved employee and/or the Union steward shall be given a reasonable time, during work hours, to prepare the written grievance. All written grievances shall specifically describe the nature of the complaint, the date the alleged grievance occurred, the identity of the employee or employees involved, and the provisions of this Agreement the Union claims the Employer has abridged or failed to apply.

All grievances filed by the Union will be signed by the employee if at all possible, as well as the steward, unless the grievance is a policy grievance.

The Step 2 representative shall within seven (7) calendar days meet and discuss the grievance with the Union President or committee person. All parties directly involved and witnesses may attend such meeting. Within seven (7) calendar days from the date of said meeting, the Step 2 representative shall respond in writing to the Union representative who submitted the grievance.

**Step 3:**

If the grievance or dispute is not satisfactorily settled in accordance with Step 2 above, it shall be presented in writing by the Union to the designated Step 3 representative within seven (7) calendar days after the Step 2 response is received. The designated Step 3 representative shall within seven (7) calendar days meet and discuss the grievance with the Union President or committee person or designated representative. The designated Step 3 representative and the Union may mutually agree to waive in writing, the Step 3 hearing. In such case, the Union may proceed to Step 4.

Within seven (7) calendar days from the date of said meeting the designated Step 3 representative shall respond in writing to the grievance with a copy to the Local Union President.

**Step 4:**

If a grievance has not been completely resolved as provided above, the Union may submit the grievance to the Labor Relations Division for further review as follows:

The written grievance shall be submitted, along with a letter of appeal from the Local Union president and copies of all previous responses, within fourteen (14) calendar days after the Step 3 response is received.

The Labor Relations Division's Step 4 representative shall within fourteen (14) calendar days meet with the Union President and not more than two (2) representatives of the Union to discuss the grievance. Within fourteen (14) calendar days, the Labor Relations Division representative shall then submit to the Union, in writing, the disposition of the appeal.

**Step 5:**

Only unresolved grievances which relate to the interpretation, application, or enforcement of any specific article and section of this Agreement, or any written supplementary agreement, which have been fully processed through the last step of the grievance procedure as herein provided may be submitted to an arbitrator in strict accordance with the following:

- A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Such notice shall be given within thirty (30) calendar days of receipt of the Step 4 answer. Grievances shall be heard in accordance with the published rules of the American Arbitration Association. The expenses of the arbitrator shall be shared equally by the parties.
- B. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and mutually select a panel of nine (9) arbitrators to serve as permanent arbitrators. The parties will select the name of an arbitrator to hear the case. If unable to agree, the parties will then in each case strike two (2) names from the list. Of those arbitrators remaining on the list, the arbitrator with the earliest hearing date will be selected. If an



arbitrator is not selected within sixty (60) calendar days from the notice of intention to arbitrate, the grievance will be considered settled based on the last management answer to the grievance.

- C. Either party may, with sixty (60) days notice, remove an arbitrator from the panel. Once an arbitrator has received written notice that said services are terminated, he or she shall not hear any further cases. However, the arbitrator shall render decisions on all cases that have been heard prior to receiving such notice.
- D. Failure by the Union to appeal any grievance to arbitration within the specified time limits shall terminate said grievance, and it shall be considered to be resolved in accordance with the disposition issued by the Labor Relations Division.
- E. Any grievance timely filed for arbitration in accordance with subsection A above, shall be presented for scheduling to the Labor Relations Division by the Council, and scheduled for arbitration by agreement of the parties, within twelve (12) months from the date of Labor Relations' receipt of the Council's notice for arbitration or the grievance shall be considered resolved in accordance with the disposition issued by the Labor Relations Division.
- F. The arbitrator shall have no authority to amend, alter or modify this Agreement. Further, the arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of this Agreement and shall be without authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement; or granting any wage increases or decreases.
- G. There shall be no appeal from the arbitrator's decision if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and the Union.
- H. At the arbitration hearing, the grievant, a Local Representative, and not more than two witnesses shall not lose pay for time off the job while attending the arbitration proceedings.
- I. No settlement at any stage of the grievance procedure shall be a precedent in any arbitration hearing.
- J. All claims or awards for back wages shall be limited to fourteen (14) calendar days from the written grievance except in cases of improper recall in which case the employee will be made whole. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for employment or unemployment compensation obtained subsequent to removal from the payroll of the Employer.

- K. In the event a case is appealed to an arbitrator and it is found that the arbitrator has no power to rule on such cases, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

## **ARTICLE 11 - DISCIPLINARY PROCEDURE**

### **11.01**

Employees shall not be subject to any form of discipline except for just cause. If the Union determines to appeal any disciplinary action, it shall file a grievance in accordance with Article 10.

### **11.02**

All incident and other investigation reports then available shall be included with the disciplinary papers when served, with copies furnished to the Union.

### **11.03**

Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his or her part, the matter shall first be discussed between the employee, the Union representative, and the supervisor. The employee shall have twenty-four (24) hours after such meeting to make the written statement, with a copy furnished to the Union representative if the employee so desires.

### **11.04**

Disciplinary action may be imposed upon an employee for failure to fulfill the employee's job responsibilities or for improper conduct while on the job, or for off-the-job conduct which is tied to his or her employment, that tends to bring the Employer into public disrepute.

### **11.05**

When the Department determines that a disciplinary matter requires an investigation, a hearing shall be formally opened and then suspended for investigation. The Union will be notified at the time the case is suspended when the discipline hearing shall take place. This notice will allow the Union to do its investigation into the matter before discipline is issued.

### **11.06**

The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of

disciplinary proceedings. All disciplinary actions shall be subject to the grievance procedure; provided, however, oral or written reprimands shall not be subject to arbitration.

#### 11.07

The intent and purpose of the following is to provide for progressive disciplinary action.

- A. Oral Reprimand;
- B. Written Reprimand;
- C. Suspension, or demotion (not to exceed three (3) months); and
- D. Removal or discharge.

#### 11.08

Nothing in this section shall prevent the department from taking appropriate disciplinary action, without regard to progressive discipline, when the offense is deemed to be serious in nature.

#### 11.09

Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

#### 11.10

The Labor Relations Director or a designated representative may modify a disciplinary action except that the severity of the discipline shall not be increased but may be lessened.

#### 11.11

There shall be one official personnel file.

#### 11.12

A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file.

#### 11.13

When initiating a disciplinary action on a current charge, the Employer shall not take into consideration any prior discipline if the employee has been free of documented disciplines for 24 months from the date of the last prior discipline.

#### 11.14

Upon written request, to the Department of Personnel/Human Resources, an employee may review his or her official personnel file in the Department of Personnel/Human Resources once every six (6) months. Such request shall be complied with within five (5) workdays.

#### 11.15

No employee of this bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which he or she presented testimony under oath and has been sworn to secrecy.

#### 11.16

Employees charged with the commission of any felony or of a misdemeanor involving criminal moral conduct during work hours or related to work location or job responsibility, shall have the circumstances unilaterally reviewed by the Employer. After said review, the employee may be suspended, or reassigned to a less sensitive position, without loss of pay or benefits pending the judicial determination of said charge at the trial level.

#### 11.17

Employees convicted of the commission of any felony or a misdemeanor during work hours or related to their work location or job responsibility may be disciplined.

#### 11.18

No employee of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

### **ARTICLE 12 - SPECIAL CONFERENCES**

#### 12.01

Special conferences will be arranged between the Local Presidents and the Employer upon the written request of either party. Requests for special conferences

shall be made at least 24 hours in advance, and the conference shall be held within ten (10) workdays after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Such conferences shall, to the extent possible, be held during regular work hours.

#### 12.02

Members of the Union shall not lose time or pay for the time spent in such special conferences and no additional compensation will be paid to such employees for time spent in such conferences beyond regular work hours. A representative of Council 25 or a representative of the International Union may attend the special conferences. Matters of a grievable nature, if not resolved in conference, shall be moved to the appropriate step of the grievance procedure, such step being agreed to in writing by the conferees. Should the Local President be absent on approved leave, the local Vice President shall assume the responsibilities contained herein.

### **ARTICLE 13 - STRIKES AND LOCKOUTS**

#### 13.01

Adequate procedure has been provided by this Agreement and the Public Employment Relations Act (PERA), as amended, for the settlement of any grievance(s), dispute(s), or impasse(s) which may arise between any one or more of the employees in the bargaining units covered by this Agreement or the Union, its members, representatives, officers, or committees and the Employer.

#### 13.02

Accordingly, it is agreed that neither the Union nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone work stoppages. The officers of the Union will take affirmative action to preclude or terminate any slowdown or strikes, including but not limited to, any concerted refusal to work for, any concerted absenteeism from work or from employment with the Employer.

#### 13.03

The Union agrees not to withhold its members' services due to strike or work stoppages, provided that bargaining unit members are not required to place themselves in physical danger in order to cross a picket line.

13.04

The Employer agrees that it shall not lock out its employees.

#### **ARTICLE 14 - CIVIL SERVICE RULES**

14.01

To the extent they are not in conflict with other provisions of this Agreement, the existing Wayne County Civil Service Rules, as revised to August 27, 1976, are incorporated by reference into this Agreement. No modification, deletion or changes shall be effective without prior notification and bargaining with the Union and the mutual agreement of the parties.

#### **ARTICLE 15 - PROBATIONARY EMPLOYEES (NEW HIRES)**

15.01

New employees appointed from an eligibility list shall be considered as "Probationary Employees" for the first 1,040 straight time hours of work. Periods of absence from work shall not be counted toward completion of the probation period.

New employees provisionally appointed to positions in classifications for which examinations are not announced within six (6) months of the date of hire, shall serve an evaluation period equal to the probationary period of an employee appointed from an eligible list in the same classification. Periods of absence from work shall not be counted toward the evaluation period.

An employee who has successfully completed the probationary period shall be granted regular status in his or her classification. An employee who has successfully completed the evaluation period shall be granted regular status.

15.02

The Union shall represent probationary and provisional employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of an employee who has not gained regular status in any classified position shall be subject to the grievance procedure.

#### **ARTICLE 16 - SENIORITY**

16.01

The seniority of each bargaining unit member shall be determined by the length of continuous employment in positions represented by any of the AFSCME Locals party

to this Agreement.

16.02

In the event two (2) or more employees shall have the same seniority date, their placement on the seniority list shall be determined by comparing the last four (4) digits of each employee's social security number, and next, a flip of the coin conducted by the Employer with a representative of the Local Union present. The employee with the lower four (4) digit number shall be placed highest on the seniority list. (i.e., 0000)

16.03

An employee on layoff, suspension, military leave, union leave, a leave during which an employee is receiving workers' compensation or long-term disability benefits, or other paid leave and unpaid leave of absence caused by illness or disability, shall continue to earn bargaining unit seniority credits without limitation.

16.04

Effective with the signing of this Agreement, any bargaining unit employee promoted or transferred to a position outside the bargaining units shall continue to accumulate bargaining unit seniority except employees transferred or promoted to positions outside of AFSCME. Those transferred outside of AFSCME shall have their seniority frozen as of the date of their transfer or promotion.

16.05

The Employer shall maintain a seniority list upon the effective date of this Agreement which will show the names, job titles, work location, department and seniority dates within the jurisdiction of the Union. Each Union President shall be furnished up-to-date copies of such seniority lists at least every six (6) months, upon written request. This information may also be transmitted electronically to AFSCME Council 25.

16.06

An employee shall lose his or her seniority for the following reasons only:

- A. Discharge or permanent removal from the payroll and the separation is not reversed through the grievance procedure.
- B. Voluntary or regular service retirement.
- C. Resignation or voluntary quits, which shall include:

1. Failure to return to work when recalled within ten (10) work days after notice of recall from layoff.
2. Failure to return to work on or before the expiration of an approved leave of absence or extension thereof, provided the Employer sends notice by certified mail within sixty (60) days of the expiration of the leave of absence with a copy to the local union president.
3. Absence without leave for five (5) or more consecutive work days without sufficient notification to the Employer as to the reason for said absence.

16.07

In the case of extreme circumstances, special consideration may be given to those items enumerated in 16.06.

Loss of seniority under these provisions is subject to the grievance procedure.

## **ARTICLE 17 - FILLING OF VACANCIES**

### **17.01 Vacancies**

A vacancy shall be defined as a budgeted unoccupied position. A vacancy can be the result of the creation of a new position, a transfer, a resignation, a termination, a retirement or other means which leaves a budgeted position unoccupied.

Removing and reinstating an existing position from the budget shall not be allowed to circumvent the above.

Whenever a vacancy is filled, it shall be filled in accordance with this Article.

For all vacant positions being filled from within the bargaining unit covered by this Agreement, the following priority order will apply:

- A. Intra-departmental Selection of Job, days off and/or shift preference. (17.02)
- B. Recall from Lay-off or Displacement, Restoration from Medical Demotion or Medical Demotion. (17.03)
- C. Promotion from Department of Personnel/Human Resources Departmental Promotional Eligible List /Career Demotion. (17.04)
- D. Transfer of the senior qualified employee. (17.05)
- E. Provisional promotion of the senior qualified bargaining unit employee in the next lower classification within the Department. (17.06)



- F. Promotion from Department of Personnel/Human Resources County-Wide Promotional Eligible List/Career Demotion. (17.07)
- G. Voluntary Demotion. (17.08)
- H. Provisional promotion of the senior qualified bargaining unit employee in the next lower classification within the bargaining unit on a County-Wide basis. (17.09)
- I. Re-employment, reinstatement, new hire. (17.10)

NOTE: For the purpose of this section, Departments are as defined in Section 19.10.

#### **17.02 Intra-departmental Selection of Job, Days Off and/or Shift Preference**

- A. Upon notification of a position vacancy or shift change within a section of the division or yard, a qualified employee within the division may exercise his or her seniority for the vacancy or shift change (does not apply to Local 2926).

Upon notification of a vacancy in the position of foreman assigned to yard duties, the most senior qualified foreman in the district, yard, or mutually agreed upon location may exercise his or her seniority for this assignment. If the employee cannot demonstrate an ability to perform the duties and responsibilities of the position, notice and reasons therefore shall be submitted to the employee by the Employer with a copy to the Union. The senior employee deemed not qualified for this assignment shall have recourse to the grievance procedure. The Step 4 disposition shall be the final determination.

- B. Shift preference and days off shall be determined by the selection of the employee with the greatest amount of seniority.

It is understood by the parties that the shift system presently being utilized at the DPW or the Movable Bridge Operation will remain in effect.

- C. Should management find it necessary in the course of business to institute a reorganization which brings about substantial changes either in work location or job assignments, employees in the affected areas will be given an opportunity to bid on such changed jobs on a seniority basis, if qualified.
- D. With the exception of the Buildings Division, employees in the Department of Public Services (DPS) desiring to move to a different location within the DPS in the same classification and specialty, shall file a "Job/Shift Request Card" through their Union representative with the DPS Personnel Division. All Job/Shift Request Cards must be filed by the employee's Union representative with the DPS Personnel Division, with a copy to the Union. Employees who move via job/shift must wait twelve (12) months after such

movement before being eligible for a subsequent move via job/shift. Additionally, any employee who turns down a previously requested job/shift shall be required to wait six (6) months before becoming eligible to submit another job/shift request for that position or location requested.

- E. This section shall not apply to members of Local 2926 except for Paragraph D, which shall apply only to the Engineer 2 and Engineer 3 classifications.

**17.03 Recall from Lay-off or Displacement, Restoration from Medical Demotions or Medical Demotion**

- A. Employees shall be displaced, recalled from lay-off or displacement, or restored from medical demotion in accordance with Article 19 of this Agreement.
- B. Medical demotions shall be to a vacant position for valid documented medical reasons which prohibit the employee from performing the duties and responsibilities of the class; however, if no vacancies exist in the department, the Employer shall go County-wide.

**17.04 Promotions from Department of Personne/Human Resources Departmental Promotional List/Career Demotion**

- A. When experience is required for admission to the promotional examinations, both County and equivalent non-County experience of the type required will be accepted. No Veterans Preference Points or Disabled Veterans Preference Points shall be used for promotional examinations.
- B. No examination shall conflict with Federal or State Equal Employment Opportunity regulations.
- C. Promotional examinations shall be job related.
- D. Employees may request in writing to review their examinations within ten (10) calendar days after notification of examination results.
- E. Employees may appeal their ratings in writing to the Civil Service Commission during a period of ten (10) calendar days following review of their examination, or if no review was requested, within ten (10) calendar days following notification of examination results. Such appeal shall otherwise be made under the provision provided for in Rule 6, Section 13 of the Civil Service Rules. The decision of the Civil Service Commission shall be final and shall not be subject to the grievance procedure.
- F. The rank on the eligible list will be established by eliminating all decimal points and fractions from the final score. The names of all the eligibles obtaining the same final score will be ranked in the order of greatest

seniority. Selections from promotional eligible lists shall be made using the "Rule of Five" and then the "Rule of One" on an alternating basis as follows:

1. A department will first select from any of the top five (5) eligibles on the list.
  2. After the first selection is made, the names below the person selected will move up on the list.
  3. The next position filled from that list by that same department shall be by selection of the person highest on the list.
  4. Subsequent vacancies filled from that list by that same department shall be accomplished by repeating the process in 1, 2 and 3 above.
  5. It is understood that when making selections from a County-wide promotional eligible list, each department shall follow the "123" sequence established above beginning with paragraph "1".
- G. In the event an employee declines a promotion to a position under conditions which that employee indicated would be acceptable, the employee's name shall be removed from the eligible list.
- Employees may indicate availability for: geographic location (Detroit or Western Wayne County) and/or present department. Employees in Locals 1862, 2057, and 2926 shall continue their present practice.
- H. Regular part-time employees with more than six (6) months seniority shall have priority to fill a full-time vacant position in the classification they hold before new employees are hired. This shall not be permitted where it will deny a promotion to a more senior regular full-time employee.
- I. Promoted employees shall be subject to a probationary period not to exceed six (6) months in order to demonstrate an ability to perform the duties and responsibilities of the position. Periods of absence from work in excess of two weeks shall not be counted toward completion of the probationary period. Should the employee's work performance at any time during the six (6) month probationary period be unsatisfactory in the new position, the employee may be returned to a vacant position in his or her former classification. Notice and reasons therefore shall be submitted to the employee by the Employer or designated representative, with a copy to the Union. The matter may then become a proper subject of the grievance procedure in the event of disagreement by the employee.
- J. Council 25 shall be permitted to have one (1) representative present at oral examinations. When possible, the observer shall be from a Local of Council 25 not involved in the examinations and shall take no part in the oral examination whatsoever. The Union shall be notified of the examination when notices to the candidates are mailed, so that a representative may be present.

For Local 2926, oral examinations which are announced after execution of this Agreement by the County Executive shall be examined by boards comprised of one Department of Public Services employee, one member to be selected from a list provided by the Union, and one member to be selected by the Employer who has not been employed by the Department of Public Services.

- K. The Union shall be consulted with regard to the establishment of qualifications and eligibility factors to be used for promotions. Final decision with respect to such matters shall remain with the Employer.
- L. A promotional eligible list shall remain in effect for two (2) years or until the list is exhausted, whichever occurs first.
- M. Temporary vacancies shall not exceed six (6) months without the mutual consent of the parties, and shall be filled by the temporary promotion of the highest employee on an appropriate eligibility list, from the department where the vacancy exists. Any resulting temporary vacancy shall be filled in the same manner. Status shall not be gained by the promoted employee unless that employee is appointed from a subsequent certification to fill said position on a permanent basis and then all continuous service in the position shall be credited toward the probationary period.  
Note: Employees promoted through certification from an eligible list or by provisional promotion to temporary positions, or to regular positions on a temporary basis, shall not gain regular status by virtue of the time served in such temporary positions.

Employees promoted to temporary positions shall not forego any opportunity to promote to a regular permanent position by accepting a temporary promotion.

N. Career Demotion

The parties hereby agree that it is the expressed intent of the Employer and the Union to provide a means for employees in higher AFSCME classifications to become eligible to compete for positions in lower AFSCME classifications. An employee shall be eligible to apply for an examination for a position in a lower classification and shall be required to meet all education, experience, and licensing requirements of the associated examination announcements. Employees who successfully take and pass the examination shall be eligible to be certified in their rank order from such eligible list.

O. Career Shift

An employee shall be eligible to apply for an examination in a classification at the same salary grade provided the employee meets the education, experience and licensing requirements of the examination announcement. The names of employees who successfully pass the examination shall be placed on the eligible list in rank order.

- P. Employees certified from an eligible list as a result of a career demotion or career shift shall be required to successfully complete a six (6) month probationary period. Periods of absence in excess of two weeks shall not be counted toward completion of the probationary period.
- Q. Should the employee's work performance at any time during the probationary period be unsatisfactory, as a result of the career demotion or career shift, the employee may be returned to a vacant position in his or her former classification, or to a lower position.
- R. Engineer 1's shall be promoted to Engineer 2 after two and one-half (2½) years of service.
- S. A person is required to be a registered Professional Engineer in the State of Michigan prior to holding the classification of Engineer 4 or above.

Persons holding the classifications of Engineer 4 through 6 as of March 3, 1988, and who are not registered Professional Engineers in the State of Michigan shall be allowed to compete in promotional examinations up to the Engineer 6 level.

Additionally, all registered Engineers, Land Surveyors, and Architects shall be given seven (7) additional points on all examinations administered to them.

#### **17.05 Transfer of the Senior Qualified Employee as Defined by Past Practice**

- A. Employees may transfer to vacant positions in their classification and specialty without regard to geographical location. Employees desiring a transfer within the same classified position within the bargaining unit shall file a Transfer Request Card through their Union representative with the Department of Personnel/Human Resources, with a copy to the Union. All transfer cards must be filed by the Union representative. The Personnel Department shall have up to seven (7) calendar days to place a transfer card in the transfer file. A transferred employee shall have a thirty (30) calendar day trial period. Employees who transfer must wait twelve (12) months after such transfer before being eligible for another transfer. Additionally, any employee who turns down a previously requested transfer shall be required to wait six (6) months before being eligible to submit another transfer request.
- B. For Local 2926, Section 17.05 (A) shall apply only to members in the Engineer 2 and Engineer 3 classifications. Bargaining unit members in higher classifications may be assigned to another position in the same classification within the department as mutually agreed between Management and the employee.
- C. For Locals 1862, 2057 and Local 2926, the current transfer procedure shall remain in effect.

**17.06 Provisional Promotion of a Senior Qualified Bargaining Unit Employee in the Next Lower Classification within the Department**

- A. Except for members of Local 2926, a provisional promotion shall be made from the most senior qualified bargaining unit employee in the next lower classification in the department. For Local 2926, any qualified bargaining unit employee in the department can be provisionally promoted.
- B. Any employee provisionally promoted who has held such promotion continuously for a period of six (6) months shall be granted regular status in the class. Periods of absence from work in excess of two weeks shall not be counted toward completion of the probationary period.
- C. The above provision shall not be applicable where an examination has been announced by the Department of Personnel/Human Resources and is pending administration. If a period of four (4) months has elapsed following the publication of the announcement, but without certification and appointment and the employee has worked six months in that class, the Local Union may petition for the provisional employee to be granted regular status. Periods of absence from work in excess of two weeks shall not be counted toward completion of the six months.

**17.07 Promotion from Department of Personnel/Human Resources County-wide Eligible List/Career Demotion (Not Applicable to Local 2926)**

- A. When filling a vacant position from a County-wide promotional list, employees represented by AFSCME shall have preference over employees not represented by AFSCME, irrespective of their position on the eligible list.
- B. Employees may request to review their exam or appeal the results or ratings of any examination they have taken pursuant to this section in accordance with the provisions of subsections 17.04 (D) and (E) above.

**17.08 Voluntary Demotion**

- A. Full-time regular employees may elect to voluntarily demote to a vacant position, provided they are readily available and have the ability to do the job as demonstrated by successfully passing a noncompetitive examination for the class or have regular status in the series. Such demotion shall be in accordance with their seniority rating. Approval of such application shall not be withheld except for cause.
- B. Employees who voluntarily demote will not be eligible to be placed on a recall list for that classification from which they are demoted.

**17.09 Provisional Promotion of a Senior Qualified Bargaining Unit Employee in the Next Lower Classification within the Bargaining Unit on a County-wide Basis (Not Applicable to Local 2926)**

- A. Any employee provisionally promoted to a position within these bargaining units who holds and has held such promotion continuously for a period of six (6) months shall be granted regular status in the class in which such provisional promotion is held. Periods of absence from work in excess of two weeks shall not be counted toward completion of the probationary period.
- B. The above provision shall not be applicable where an examination has been announced by the Department of Personnel/Human Resources and is pending administration. If however, a period of four (4) months has elapsed following the publication of the announcement, but without certification and appointment and the employee has worked six months in that class, the Local Union may petition for the incumbent provisional employee to be granted regular status. Periods of absence from work in excess of two weeks shall not be counted toward completion of the six months.

**17.10 Re-employment, Reinstatement, New Hire**

- A. A qualified employee represented by another AFSCME Local Union covered by this Collective Bargaining Agreement shall have preference over any applicant seeking a vacant position by way of re-employment, reinstatement or new hire.
- B. When filling a vacant position on a County-wide basis, in a non-bargaining unit position, employees represented by AFSCME shall be given consideration over new hires.
- C. An employee provisionally appointed under this section who holds such appointment, and has continuously held such appointment, for a period of 1040 straight time hours of work shall be granted regular status in the classification.

**ARTICLE 18 – RECLASSIFICATION**

**18.01**

No positions within the bargaining units shall be reclassified or re-titled during the term of this Collective Bargaining Agreement except by mutual agreement where such request is initiated by the Department Director or designee, or a Local Union President.

**18.02**

Appeals of reclassification matters shall be directed to the Reclassification Appeal Board. Decisions of the Reclassification Appeal Board shall be in writing and a copy

shall be sent to the Union. The Reclassification Appeal Board shall be selected to include an individual familiar with the work area reviewed, if possible. The decision of the Reclassification Appeal Board shall be final.

## **ARTICLE 19 - LAYOFF, DISPLACEMENT AND RECALL**

### **19.01 Layoff and Displacement Defined**

- A. **Layoff** shall be defined as a separation from employment as the result of lack of work or lack of funds.
- B. **Displacement** shall be defined as the reassignment, transfer, or demotion of an employee because of:
  - 1. the elimination of his or her position due to the discontinuance of an operation or lack of work and/or funds; or
  - 2. the displacement of a more senior employee (see B (1) above) resulting in the displacement of a less senior employee.

### **19.02 Notice of Layoff or Displacement**

Notice of layoff or displacement shall be issued at the direction of the Director of Personnel/Human Resources and notice shall be sent by certified mail to any affected employee no later than two (2) weeks before the effective date of layoff or one (1) week before the effective date of displacement and a copy of the notice shall be sent to the Union. The notice will include information on recall rights referenced in Section 19.09.

### **19.03 Order of Layoff or Displacement**

In the event of a layoff or displacement, co-op, interns, temporary, seasonal, limited term, provisional appointment, open competitive probationary (new hires), probationary promotional and part-time regular employees, in that order, performing duties of positions covered by the bargaining unit shall be laid off or displaced as necessary to avoid the layoff of full-time regular employees, provided that such full-time employees are qualified to do the work.

### **19.04 Preservation of Employee Status**

In the event of the displacement of an employee, as defined in 19.01 (B) above, the Employer shall apply, whenever possible, the principle of preservation of employee status by maintenance of shift, geographic location and base wages equal to or as close as possible to that received by the employee prior to displacement. A displaced employee's anniversary date shall not be changed.



## **19.05 Layoff Procedure**

If the Employer must eliminate positions for lack of work or lack of funds, employees will be laid off or displaced based upon their seniority order, from lesser to greater seniority, in the following manner:

- A. Employees shall be laid off or displaced on a departmental basis as follows:
  - 1. Displacement to a vacant position in the same classification or a class on the same level for which the employee is qualified based on previous regular status in the class or meeting the qualifications listed on the most recent announcements for the class.
  - 2. Displacement to the position held by the least senior employee in the same classification or an appropriate classification on the same level for which the employee is qualified, in which event the least senior employee in that classification shall be displaced or laid off.
  - 3. Displacement to a vacant position in the next lower class level for which the employee is qualified.
  - 4. Displacement to a position held by the least senior employee in the next lower class level for which the employee is qualified, in which event the least senior employee in that classification shall be displaced or laid off.
- B. Employees unable to be displaced within their department in accordance with the above provisions shall be displaced on a County-wide basis as follows:
  - 1. Displacement to a vacant position for which the employee is qualified, in the same classification or appropriate classification on the same level County-wide.
  - 2. Displacement to the position for which the employee is qualified, held by the least senior employee in that classification or an appropriate classification County-wide.
  - 3. Displacement to a vacant position, in the next lower class level for which the employee is qualified.
  - 4. Displacement to a position for which the employee is qualified, held by the least senior employee in the next lower class level County-wide.
- C. As used above department shall mean the departments listed in 19.10 below and County-wide shall mean all positions represented by the various AFSCME Locals.

## 19.06

- A. Notwithstanding their position on the seniority list, those Union officers and representatives directly involved in the grievance procedure shall in the event of a layoff or displacement, be continued at work as long as there is work being performed in the bargaining unit in their classification and/or a classification in which they have status, or are qualified. They shall be the first recalled when there is work to be performed in their class or class series in the following order: Union officers, Committeepersons, Stewards.
- B. In the event that a dispute should arise as to the application of 19.06 (A), the dispute shall be a proper subject for a Special Conference.

## 19.07 Union Management Cooperation

The Union shall assist Management in all matters pertaining to layoff and recall upon request.

## 19.08 Bidding for Shift and Job Location

Within 60 calendar days after the effective date of layoff and/or displacement as described herein, department or division management will allow displaced employees within the department, to bid on their desired shift or job location insofar as their seniority will allow, regardless of the existence of vacancies.

## 19.09 Recall from Layoff or Displacement

Recall shall be defined as the process by which an employee who has been laid off or displaced is returned to employment or to his or her former classification. Laid off or displaced employees shall have their names placed on the recall list for the classification from which they were laid off or displaced, or for other classes in which the employees previously held regular status. Employees may request that their names be added to additional recall lists for specific classifications for which they are determined to be qualified.

The names of employees who have regular status in the classification from which they were laid off or displaced shall be placed on and certified from the recall list, in order of their seniority.

Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by certified mail of any change of address immediately after such change. Failure of an employee to report to work not later than ten (10) work days following receipt of delivery of such notice of recall shall be considered a quit. Exceptions for good cause may be made by Management for failure to report as notified.

If an employee declines an appointment from a recall list to a position under conditions which the employee had previously accepted prior to layoff or displacement, that employee's name shall be removed from the recall list. An employee's name shall remain on the recall list for two (2) years or his or her length of seniority, not to exceed five (5) years.

#### **19.10 Departments Defined**

For the purpose of this Article, the following shall be considered Departments:

- Children and Family Services
  - Juvenile Detention Facility
- Corporation Counsel
- County Clerk
- Economic and Neighborhood Development
- Environment
- Health and Human Services
  - Wayne County Library System\*
- Homeland Security/Emergency Management
- Management and Budget
- Personnel/Human Resources
- Prosecuting Attorney
- Public Services
  - Buildings Division
- Register of Deeds
- Retirement
- Senior Citizens and Veterans Affairs
- Sheriff
- Technology
- Treasurer

### **ARTICLE 20 – WORKWEEK**

#### **20.01**

The standard workweek shall begin at 12:01 a.m. Monday and end at midnight Sunday. The workweek of each employee shall consist of five (5) regularly scheduled, recurring eight (8) hour workdays during the standard workweek. The two (2) remaining days, which shall be consecutive, shall be designated as the sixth (6th) and seventh (7th) day of the employee's workweek and shall be known as "off days." The sixth (6th) and seventh (7th) days are considered to be consecutive if they are adjacent although in separate workweeks. The term "workweek" shall refer to either a five-day or seven-day operation.

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\* The Wayne County Library System was under Children and Family Services until October 1, 2007.

## 20.02

A workweek shall not be changed for the purpose of avoiding payment of overtime; provided, however, that a change in workweek to provide for training or resulting from an employee's request to change days off, shifts, etc., shall not be construed as an attempt by management to avoid payment of overtime. Employees shall be notified in writing ten (10) calendar days in advance when the workweek is changed for training purposes.

## 20.03

Employees working designated relief positions, may have their previously scheduled days off changed to avoid the payment of overtime, in accordance with accepted standard practices within various seven-day operations; provided, however, that no designated relief employees shall have their previously scheduled hours changed more than once in any workweek as defined in Section 20.01 above.

## 20.04

Except for part-time, temporary, or seasonal employees, no workweek shall be less than 40 hours.

## 20.05

Where in the opinion of the parties an operation would better function on a four (4) day per week, ten (10) hours per day schedule, or at the request of the Union, the Employer may establish such a schedule with reasonable notice to the Union. Compensation, days off, beginning and ending dates for the operation, and other such matters shall be agreed upon by both parties prior to the implementation of the new schedule or other alternative work schedules.

# **ARTICLE 21 - WORK HOURS**

## 21.01

The regular workday shall begin at 12:01 a.m. and extend to midnight. Premium pay for holidays, shifts, Saturday and Sunday work, shall be based upon the workday on which the greater number of hours is worked.

The second shift shall be any full-time shift commencing between the hours of 11:00 a.m. and 6:59 p.m.

The third shift shall be any full-time shift commencing between the hours of 7:00 p.m. and 3:59 a.m.

### **21.02 Shift Premium**

Employees covered by this Agreement shall be paid seventy five (.75) cents per hour in addition to the basic hourly rate, for all work performed during a regularly assigned second shift; and eighty five (.85) cents per hour, in addition to the basic hourly rate for all work performed during a regularly assigned third shift.

### **21.03 Weekend Premium (Seven-Day Operations)**

Employees covered by this Agreement shall be paid seventy five (.75) cents per hour in addition to the basic hourly rate, for all work performed on a Saturday during their regularly scheduled workweek; and eighty five (.85) cents per hour in addition to the basic hourly rate, for all work performed on a Sunday during their regularly scheduled workweek.

### **21.04 Lunch Periods**

The current practice of lunch periods will remain in full force and effect for the life of this Agreement.

## **ARTICLE 22 - OVERTIME**

### **22.01**

Time and one-half (150%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by the County Official Pay Schedule as follows:

- A. For all hours of work performed in excess of the regularly scheduled eight (8) hour work shift.
- B. For all hours of work performed on the sixth (6th) day of the employee's workweek provided the employee is paid for the standard 40 hours in the workweek. If not, hours worked on the sixth (6th) day will be compensated at straight time until the 40-hour requirement is met.

### **22.02**

Double time (200%) of the basic hourly rate will be paid to all employees not excluded from overtime compensation by the County Official Pay Schedule as follows:

- A. For all hours of work performed on the seventh (7th) day of the employee's workweek provided the employee is paid for the standard 40 hours in the workweek. If not, hours worked on the seventh (7th) day will be compensated at straight time until the 40-hour requirement is met.

- B. For all work performed on an emergency basis on a day designated by this Agreement as an employee holiday. Emergency overtime shall be defined as work necessitated by any cause which could not have been foreseen by management at least twenty-four (24) hours in advance.

#### 22.03

Overtime compensation shall be paid in accord with the current practice and this Agreement.

#### 22.04

An employee entitled to overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.

#### 22.05

Non-bargaining unit employees shall not perform bargaining unit work except in bona fide emergencies. Bargaining unit employees shall be called to perform such work whenever possible.

#### 22.06 (Not applicable to Local 2926)

Overtime hours and holiday premium shall be divided as equally as possible among employees in the same classifications in the appropriate work area. An up-to-date list showing overtime hours will be posted bi-weekly in a prominent place in each appropriate work area. Whenever overtime is required, the person with the least number of overtime hours in that classification within the appropriate work area will be called first and so on down the list in an attempt to equalize the overtime hours.

It shall be the responsibility of the Union Steward to audit the publicly posted overtime records and indicate to the Management designee any apparent inequities. Potential inequities shall be addressed as soon as they are brought to the attention of the Management designee. Employees who should have been called will be offered the next available opportunity to work overtime. If the employee is not offered the next opportunity, that employee will be paid for the appropriate overtime hours for the overtime assignment. Whenever an employee is again missed for overtime assignments during the posting period (December 1 through November 30) and the Union is able to show that the same supervisor missed the employee, he or she will be paid the appropriate overtime amount.

Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification, provided they are capable of doing the work.

For the purpose of this clause, an employee who was unavailable or chose not to work will be charged the average number of overtime hours of the employees working during that period. Employees returning from workers' compensation or other approved leaves, will be credited with the mean average of overtime hours worked in the appropriate work area, provided that said employees have been off for at least thirty (30) calendar days.

Employees who do not report to work after accepting a scheduled overtime assignment without sufficient reason, shall be placed at the bottom of the overtime list and noted as having the same total overtime hours of the employee who had been last on the list.

#### **22.07 Applicable to Local 2057 Only**

A Steward within a designated work area and competent to perform the work shall be the first employee in the area to be requested to work on a scheduled overtime basis if there is work in his or her classification to be performed.

#### **22.08 Call Time**

Any employee called to work on hours other than his or her scheduled hours of work shall be paid a minimum of four (4) hours compensated at one and one-half (1½) times his or her regular hourly rate, providing the call time does not overlap the employee's regular work shift. Call time shall not overlap other call time.

#### **22.09 Stand by Time**

Employees required to perform standby service shall be paid at the rate of twenty-five percent (25%) of their hourly base rate for all hours of standby service.

#### **22.10**

When on an overtime basis, an Engineer 4 is required to work as an Engineer 3, he or she shall be compensated at time and one half at the Engineer 3 pay rate for all overtime hours worked, including hours worked on Sunday and Holidays. When an Engineer 4 works beyond the normal scheduled work week performing normal duties as an Engineer 4, he or she shall not receive any compensation additional to the annual salary rate.

#### **22.11 Applies to Local 1862 and Local 2057**

Where work involves a continuation of unbroken assignments on cross-district projects beyond the regular shift, those employees working those assignments shall be allowed to work the overtime. The following day, employees in the appropriate

district should be utilized to complete the project if overtime is expected and reassignment would be reasonable given all the circumstances.

## **ARTICLE 23 - TEMPORARY ASSIGNMENTS**

### **23.01**

- A. No employee shall be assigned duties normally considered commensurate with a classification higher than that which the employee holds except in cases of a stated emergency or vacation replacements. Stated emergencies relative to temporary assignments shall mean that employees normally assigned in the classified positions to which the temporary assignment is made are temporarily unavailable.
- B. When an employee is temporarily assigned to a higher classification for a period of two (2) consecutive workdays, the employee shall be compensated upon the third (3rd) workday from the first hour on the temporary assignment.
- C. When an employee is temporarily assigned to a higher classification, the employee shall be compensated at the rate established for the higher classification utilizing the promotional rule.
- D. Holidays recognized by this Labor Agreement will not constitute a break in (B) above.
- E. Employees who are in a temporary assignment and take approved leave such as vacation, sick, or bereavement leave shall maintain their temporary assignment upon their return.

### **23.02**

Temporary assignments shall not exceed six (6) months unless under one of the following:

- A. Positions filled are of cyclical or seasonal nature.
- B. Position created by a work project (temporary assignment for the duration of the project).
- C. Position created by the leave of absence of an employee.
- D. After six (6) months, refer to Article 17-Filling of Vacancies.



### 23.03

Upon the assignment of an employee to a temporary position in a higher classification, the most senior qualified employee in the next lower classification in the designated unit area or agreed upon specific location shall be offered the temporary assignment.

### 23.04

It is mutually agreed that the procedure now in use to provide payment for non-contested temporary assignments shall be incorporated herein by reference.

### 23.05

During snow and ice control operations, the two (2) day waiting period shall be waived whenever a Foreman is temporarily assigned to a higher classification. It is understood that this will result in those employees being eligible for payment at the higher classified rate from the first (1st) hour of the temporary assignment.

### 23.06

For purposes of Section 23.03, temporary assignments in Local 2926 shall be in the following eight (8) designated units:

1. Engineering - Design
2. Engineering - Construction
3. Laboratory - Testing
4. Permits
5. Planning
6. Roads Maintenance
7. Traffic Maintenance
8. Structures Maintenance

## **ARTICLE 24 - VACATION LEAVE**

### 24.01

All full-time employees shall be entitled to vacation leave with pay computed at straight time rates, in accordance with the provision of this article. Seasonal and temporary employees are not entitled to vacation leave.

### 24.02

Employees shall not be entitled to use vacation leave until one (1) year after their

date of hire, except in cases of injury incurred in the line of duty or under emergency situations as shall be determined by the Employer.

#### 24.03

The number of vacation leave days to be granted shall be determined by the employee's total length of continuous service with the County. Continuous service shall mean employment without interruption or break as defined in Section 16.06.

#### 24.04

Service prior to resignation shall not be considered in computing the length of total County service except where the resignation is followed by appointment from a re-employment list within two (2) years of the effective date of resignation.

#### 24.05

Periods of seasonal, temporary or limited term employment shall be deducted from the total length of service in computing vacation leave days unless such employment is followed without break in service by a permanent appointment.

#### 24.06

In the event an employee is reinstated from duty disability retirement, he or she shall not be considered as having had a break in service and shall not have the period of said duty disability retirement deducted from the total length of service.

#### 24.07

Vacation leave shall be earned as follows:

<u>Upon Completion of Service Years</u>	<u>Vacation Leave Hours Per Pay Period</u>
Less than 5	4
5	5
10	6
15	7
20	8

No employee shall earn vacation leave in any pay period in which he or she has less than sixty-six (66) hours of straight-time paid service.

\* Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two (2) payroll checks of each

month. In no event will an employee be credited with vacation leave on the third payroll check of any month or earn more than the equivalent of two (2) pay periods worth of eligible vacation leave hours in any one (1) month.

#### 24.08

Vacation leave shall not be taken until it has been earned. Vacation leave shall only be taken in one-half hour increments.

#### 24.09

Final decisions as to whether an employee may take vacation leave shall rest with the Employer, but no employee shall be required to work more than one (1) calendar year without a vacation leave.

#### 24.10

No employee shall be permitted to accumulate vacation leave beyond that which he or she could earn in two (2) years time. Upon reaching the maximum allowable accumulation, an employee shall thereafter earn no additional vacation leave credits until his or her bank has been reduced below the maximum.

The above provision is modified to the extent that no employee separating from the service can be paid for any vacation leave banked time above a one-year accumulation as of January 1 of the year of separation plus whatever monthly earnings for which the employee is eligible between the preceding January 1 and the date of separation.

The above provision is also modified in that an employee shall be able to accumulate vacation leave above the maximum hours only if a pre-approved vacation was canceled due to the operational needs of the Employer.

#### 24.11 **Scheduling of Vacation**

Employees shall inform their department head or designated departmental representative in writing by May 1st of each year of their desire for vacation leave. In the event there is conflict in scheduling vacation leave, seniority shall prevail. Employees who fail to give the department head proper notice before May 1st of each year shall forfeit the seniority preference. The vacation schedule shall be confirmed in writing not later than June 1st of each year.

#### 24.12

Employees who attempt to schedule less than full-week vacations on a continuing basis during prime vacation time shall not be allowed to exercise their seniority

preference when there is a scheduling conflict.

**24.13**

Final decision as to when any employee may take vacation leave shall rest with the Employer.

**24.14**

Holidays falling within the period of a vacation leave shall not be counted as workdays.

**24.15**

Except as provided in Section 26.02 of this Agreement, an employee who is granted a leave of absence without pay shall be required to use all accumulated annual leave prior to the commencement of the leave of absence without pay.

**24.16**

Employees receiving workers' compensation or long-term disability benefits may, upon request, use accumulated annual leave to supplement their income. This supplement shall not exceed an amount sufficient to allow the employees to receive one hundred percent (100%) of their regular take home wage.

**ARTICLE 25 - SICK LEAVE**

**25.01**

Every full time employee shall be entitled to utilize sick leave after six (6) months of continuous service based upon the limits spelled out below. Full time employees shall be entitled to accumulate sick leave credits equal to four (4) hours, computed at straight-time, for each pay period in which the employee has at least sixty-six (66) hours of straight-time paid service. \*

\* Earned hours will be appropriately credited in 24 of the 26 pay periods occurring annually and will be reflected accordingly on the first two payroll checks of each month. In no event will an employee be credited with sick leave on the third payroll check of any month or earn more than the equivalent of two pay periods worth of eligible sick leave hours in any one month.

## 25.02 Primary Bank

All employees who have a primary sick leave bank, as established in a previous agreement, can use the primary bank as sick leave only upon exhaustion of the secondary bank. When used as sick leave, each hour is paid at the employee's then current salary rate.

## 25.03

All employees who elected to freeze all or part of their primary banks can upon retirement or other termination, cash out the primary bank subject to the following conditions:

- A. The value of the time shall be frozen at its July 30, 1984\* dollar amount.
- B. For retirement, the amount paid shall equal 75% of the July 30, 1984\* dollar amount which may be credited toward an employee's average final compensation;
- C. For termination, the amount paid shall equal 50% of the July 30, 1984\* dollar amount which may be credited toward an employee's average final compensation; and,
- D. Upon death, the amount paid shall equal 100% of the July 30, 1984\* dollar amount which may be credited toward average final compensation for the calculation of survivor benefits, if any.

## 25.04

All or part of the primary bank may be cashed out subject to the following limitations:

- A. A maximum of \$7,500 per year may be withdrawn;
- B. The value of the time withdrawn shall be frozen at its July 30, 1984\* dollar amount;
- C. It shall be paid at 80% of its frozen dollar value, payment may be in cash or in the form of deferred compensation;
- D. No portion of the cash payment shall be counted toward average final compensation; and

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\* Applies only to employees who, on July 1, 1983, were members of Locals 25, 409, and 1659. (For members of Locals 101 and 2926 the date shall be July 1, 1984. and for members of Local 2057, the terms of their 1987-90 CBA shall apply, i.e.; Article XXI Section 2A).

- E. Payments shall be available for one (1) thirty (30) day period annually, beginning March 1, 1991 and every March 1st thereafter for the term of this Agreement.
- F. For Locals 1862, 2057 and 2926, employee options regarding pre-1984 sick leave selected under the collective bargaining agreement expiring on November 30, 1990 will continue unchanged by this Agreement.

#### 25.05

No additional time shall be credited to the primary bank. Once primary bank time is used, it shall not be replaced.

#### 25.06 **Secondary Bank**

All sick time earned in accordance with Section 25.01 shall be deposited in a secondary bank. However, no more than 72 days may be accumulated in the secondary bank. Time in the secondary bank must be used before primary bank time may be used.

Upon retirement, death, or termination, secondary bank time shall be paid out subject to the following limits:

- A. 50% of value upon termination;
- B. 75% of value upon retirement; and
- C. 100% of value upon death;

however, none of the pay out may be included in average final compensation.

#### 25.07

An employee may utilize sick leave allowance for absences:

- A. Due to personal illness or physical incapacity.
- B. Due to exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty.
- C. Due to the illness of a member of the immediate family who requires his or her personal care and attention, not exceeding five (5) sick leave days in any one year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.

- D. To report to the Veterans Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
- E. For routine medical or dental appointments, upon prior approval.

#### 25.08

An employee absent for one of the reasons mentioned above shall inform the designated management representative as soon as possible, and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.

#### 25.09

The employee may be required by the designated management representative, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested. A department head may grant sick leave to an employee for periods of illness not exceeding 30 calendar days. All requests for sick leave for more than 30 calendar days duration shall be submitted to the Employer or designee for prior approval and shall be accompanied by a physician's certificate supporting said request. The Employer or designee may require further medical reports from time to time on all sick leave in excess of 30 calendar days.

#### 25.10

All accumulated and unused sick leave shall be credited to any employee recalled from a layoff, transferred or certified to another department without break in service.

#### 25.11

An employee may not utilize accumulated sick leave reserve for absences resulting from an injury arising out of and in the course of employment with an employer other than the County.

#### 25.12

An employee who has been employed continuously during any one year and who has not taken more than five (5) days of sick leave in any one year shall be granted an additional three (3) days of annual leave in accordance with the following provisions:

- A. Such additional three (3) days of annual leave may be accumulated not to exceed six (6) days.

- B. Except as otherwise provided for in this Agreement, an employee who has not had more than a total of ten (10) days of leave without pay or time off without pay during any one year shall be deemed to have been employed continuously for the entire year. All employees shall have their three (3) days vacation bonus for non-use of sick leave credited on April 1st of each year. For new hires and employees converted to April 1 credit date the number of days shall be prorated on April 1st.
- C. Sick leave used to supplement workers' compensation benefits shall be included in the five (5) days of sick leave usage when determining an employee's eligibility for bonus vacation leave.

#### 25.13

Holidays falling within a period of sick leave shall not be counted as workdays. Sick leave taken shall be charged at the same rate at which it is earned; i.e., one workday equals eight (8) hours.

#### 25.14

Except as otherwise provided for in this Agreement, sick leave shall not accrue during a leave of absence without pay.

#### 25.15

Employees returning to the service from a military leave shall be granted one day of sick leave for each month spent in military service, not to exceed the number of days the employee would have accumulated had the employee not been on military leave.

#### 25.16

An employee who is seriously ill while on annual leave may have the duration of such illness charged against sick leave rather than annual leave; provided that proof of such illness in the form of a physician's certificate shall be submitted by the employee to the department head or designated departmental representative.

#### 25.17

Except in cases of injury or illness incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of six (6) calendar months of continuous full or part time service following the date of appointment. For the purposes of this subsection, if 1040 regular work hours are completed prior to six (6) calendar months, then such hours shall be construed to be the equivalent of six (6) calendar months.



25.18

Except as provided in Section 25.20 of this article, and except for employees with less than two (2) years of continuous service, upon separation from the service, employees shall be paid for all unused accumulated sick leave in accordance with Sections 25.02 through 25.06.

25.19

Continuous service shall mean employment without interruption or break as defined in Section 16.06.

**25.20 Personal Business Leave**

All full-time employees who have completed one year of service and have accumulated sick leave in accordance with this article shall be entitled to utilize such sick leave for personal business leave not to exceed four (4) days in any one year. For employees in the Cash Plan Sick Leave Program, the one year period shall run from January 1 through December 31. For all others, the one year period shall run from April 1 through the following March 31.

25.21

Personal business leave days shall be used at the employee's discretion to the following extent:

- A. Except for stated emergencies, only upon reasonable notice to and with the approval of the department head or the designated departmental representative.
- B. Request for personal business leave shall not be unreasonably withheld by the department.

25.22

Personal business leave days shall not be used as an adjunct to vacation time.

25.23

Personal business leave may be requested by an employee in one (1) hour increments.

## 25.24

Personal business leave days granted by the department shall not be counted against the three (3) day vacation bonus for non-use of sick leave as provided in Section 25.12 of this Article.

## 25.25 Cash Plan Sick Leave Program

- A. The Cash Plan Sick Leave Program shall be effective January 1, 1998.
- B. Employees who were members of the bargaining unit prior to January 1, 1998, shall have the option of remaining under the sick leave plan provided in Section 25.01 or electing to participate in the Cash Plan provided in this section. Members of the bargaining unit who elect to participate in the Cash Plan must give notice on the form provided by the County during the month of November. Employees in the Cash Plan may not return to the plan provided for in Section 25.01.
- C. Employees entering the bargaining unit on or after January 1, 1998 shall not have an option but shall be automatically covered by the Cash Plan.
- D. On or about January 1, 1998, and each year thereafter, all permanent full-time employees covered by the Cash Plan will be credited with twelve (12) days of sick leave. Permanent part-time employees will be credited with six (6) days of sick leave. They shall also be credited on or about that date with any bonus annual leave earned during the preceding calendar year. Employees in the Cash Plan may use sick time upon credit of such time, subject to Sections 25.07 - 25.09 and 25.11. The balance of sick leave cannot be carried forward to subsequent years. However, new employees required to participate in the Cash Plan shall be allowed to accumulate up to thirty (30) days which may be used solely to satisfy the elimination period to receive benefits under the long-term disability income benefit plan. Sick leave accumulated for this purpose shall have no cash value.
- E. Permanent full-time employees entering the bargaining unit after January 1, 1998 will receive a prorated credit for sick leave equal to eight (8) hours for each full month of the calendar year remaining. New permanent part-time employees will receive four (4) hours for each full month of the calendar year remaining.
- F. The first six (6) days [the first three (3) days for part-time employees or fifty percent (50%) of total prorated days for new employees] of unused sick leave days will be paid by April 1 of the next calendar year at a rate of seventy-five percent (75%) of the then current value of such sick leave. Such payments shall be included in average final compensation for pension purposes.

- G. Employees separating during the calendar year shall be paid on a pro-rated basis for unused sick leave and bonus time on the same basis as indicated above.
- H. All sick leave earned under prior sick leave plans shall be frozen and may be used in accord with those plans.

## **ARTICLE 26 - LEAVE WITHOUT PAY**

### **26.01**

A regular employee with at least one year of service may be granted a leave of absence without pay upon prior written recommendation by the department head and approval by the Director of Personnel/Human Resources for any of the following reasons:

- A. Because of physical or mental disability of the employee; or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or following the birth or placement of a child for adoption or foster care;
- B. Because the employee has been elected or appointed to a public office;
- C. Because the employee is entering the unclassified or exempt services of the Employer;
- D. Because the employee is entering upon a course of training or study, in an approved education institution, for the purpose of improving the quality of the employee's service to the County or the purpose of qualifying for a promotion;
- E. Because the employee is seeking political office;
- F. Because of extraordinary reason sufficient to warrant such leave of absence.

### **26.02**

An employee must exhaust all annual leave prior to the commencement of any leave without pay, except for leaves under 26.01 (A) and (C). If the leave is requested because of the physical or mental disability of the employee, all sick leave must be exhausted. If an employee requests a leave and elects to use sick leave for the care of the employee's spouse, son or daughter, or parent who has a serious health condition, all sick leave must be exhausted.

### **26.03**

A leave due to the physical or mental disability of an employee may not exceed a six (6) month period. An employee who has more than five (5) years of County

service (one year equals 2080 hours of paid time in a twelve (12) month period) may be granted additional extensions, not to exceed a total leave without pay of eighteen (18) months. All extensions are at the discretion of the Director of Personnel/Human Resources. Within 60 days of the expiration of a leave without pay, the Employer shall notify the employee that failure to return to work or failure to arrange for an extension, if eligible, will be cause for termination as a voluntary quit.

Leaves to care for family members shall not normally exceed three (3) months, except that such leaves may be extended under Section 26.01 (F).

Leaves to care for a child after the birth, adoption or placement for foster care shall not exceed three (3) months. Such leaves may be extended upon written request of the employee and with the approval of the department head and the Department of Personnel/ Human Resources for a period not to exceed six (6) months in total.

#### 26.04

An employee who is attempting to return to work from a leave without pay for a physical or mental disability may be required to be examined and approved for work by a doctor of the County's choice. Where the County doctor determines that the employee is or is not able to return to work contrary to the employee's doctor, the parties may choose a neutral physician to render a third opinion.

#### 26.05

Employees who are authorized to return to work from a leave without pay shall return to their former position if the leave without pay was for less than six (6) months duration. If the leave without pay was for six (6) months or more, employees shall return to their former classification and former rate of pay in any available vacancy. If no vacancy exists, they may displace employees with less seniority under the appropriate layoff provisions of this Agreement.

#### 26.06 Insurance Continuation

- A. Employees on leave in accord with Section 26.01 (A) who have less than four (4) years of service are eligible for medical, optical, life and dental insurance for a period not to exceed three (3) months.
- B. Whenever employees are on approved leaves of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of medical, optical, dental and life insurance provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

## **26.07 Military Leaves**

Military Leaves shall be granted pursuant to the Civil Service Rules and the Uniform Services Employment and Reemployment Rights Act (USERRA).

## **26.08**

Rule 13 of the Civil Service Rules shall continue to apply where not in conflict with this Article.

# **ARTICLE 27 - BEREAVEMENT LEAVE**

## **27.01**

Employees shall be granted time off from their duties with compensation to make burial arrangements and/or attend funeral services of members of their immediate family.

## **27.02**

Bereavement leave shall be limited to three (3) workdays at any one time except that it may be extended to a maximum of five (5) workdays in the event that the funeral is to take place at a distance of over three hundred (300) miles from the City of Detroit. Such leave must be taken in conjunction with the funeral and shall not be cumulative.

## **27.03**

The term "immediate family" as used in this section shall mean the employee's husband or wife, and the parents, grandparents, grandchildren, children, brothers, sisters, brothers-in-law, and sisters-in-law of the employee or spouse. Immediate family shall also include stepparents, great-grandparents, great-grandchildren, stepchildren, stepbrothers, stepsisters, half brothers and half sisters.

## **27.04**

Employees shall notify their department head prior to taking bereavement leave as herein provided and failure to comply may be cause for denial of such leaves.

## **27.05**

An employee requesting bereavement leave may be required by the department head to produce evidence to establish that the deceased person is a member of the

employee's immediate family and the time and place of the funeral.

27.06

In the event that a holiday as defined in Article 28 of this contract occurs during the bereavement leave, the employee shall have the option to extend the bereavement leave or to receive his or her regular pay for said holiday. In the event that bereavement leave occurs during the period when the employee is on annual leave or sick leave, such leave shall be credited to the appropriate leave bank.

27.07

Employees on leave of absence without pay as defined in Article 26 shall not be eligible to receive bereavement leave.

## **ARTICLE 28 - HOLIDAYS**

28.01

All full-time employees shall be granted time off with pay for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- State and National General Election Days
- Three (3) swing holidays

Effective beginning December 1, 1997, all employees of record on the date the County Executive signs this agreement will receive a day off for their birthday, subject to prior approval of management. All other employees must complete one year of service before they are eligible. Under normal circumstances, if an employee's birthday falls on the employee's sixth (6th) workday, the employee will receive the preceding day off. If the employee's birthday falls on the employee's seventh (7th) workday, the employee shall receive the following day off. If management determines that an employee cannot take his or her birthday off, the employee shall be granted equivalent time off within thirty (30) days following the employee's birthday.

## 28.02

On or before January 15 of each year, the C.E.O. or his designee shall publish the date that each holiday will be celebrated, including the three (3) swing holidays which will be utilized between Christmas and New Year's Eve.

## 28.03

Any employee who has an unapproved absence on the first workday following the holiday shall forfeit said holiday.

## 28.04

Temporary and seasonal employees with less than six (6) months of continuous service who are not scheduled to work on a holiday shall receive no compensation for such holiday. Such employees who work a holiday shall be compensated only at straight-time rates for time actually worked.

## 28.05

Part-time employees who are not scheduled to work on a holiday shall not receive compensation for the holiday nor be allowed any additional time off in lieu thereof. Part-time employees who are scheduled to work on a holiday shall be granted time off with pay for said holiday. Part-time employees who work on a holiday shall be paid 200% of their regular straight time rate for all hours worked on said holiday.

## 28.06

Holidays falling within the period of annual leave or sick leave shall not be counted as workdays in computing such leave.

## 28.07

Full-time employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of two hundred percent (200%) for all hours worked in addition to their regular pay for the holiday. Holiday premium pay as provided by this section shall be paid for work on the day designated by the calendar as the holiday for seven-day operations.

- A. Except as provided in subsection (B) below, and Article 22, Section 22.02 (B), full-time employees required to work on any holiday other than those enumerated in Section 28.07 above shall be paid in cash at the rate of one

hundred fifty percent (150%) for all hours worked in addition to their regular pay for the holiday.

- B. Effective December 1, 1996 employees assigned to seven (7) day operations who are required to work on any holiday other than those enumerated in Section 28.07 above, shall be paid in cash at the rate of one hundred fifty percent (150%) for all hours worked in addition to their regular pay for the holiday. Employees shall be paid for unused holiday leave accumulated under previous agreements. Payment shall be made at straight time not more than sixty (60) days following execution of this Agreement by the County Executive.

#### 28.08

Whenever one of the holidays enumerated in Section 28.01 above falls on a day which is a regular day off for a shift employee working in a seven-day operation, the employee shall be paid an additional eight (8) hours of straight time at the employee's regular rate of pay. Whenever one of the holidays enumerated in Section 28.01 falls on a day which is a regular day off for a shift employee working in a seven-day operation, and the employee works that holiday, Section 28.07 shall apply.

#### 28.09

Employees who work on a regularly scheduled afternoon or night shift on a holiday shall be entitled to shift differential pay for actual hours worked in accordance with Article 21. Employees shall not be entitled to shift differential pay for compensatory holidays taken off.

#### 28.10

For the purpose of this article, except as provided in 28.01 above, whenever one of the designated holidays falls on a Saturday, the preceding Friday shall be designated as the official holiday, and whenever one of the designated holidays falls on a Sunday, the following Monday shall be designated as the official holiday. Should two consecutive holidays occur on a Friday and Saturday, or on a Sunday and Monday, Friday and Monday, respectively, shall be designated as the official holidays.

#### 28.11

Time off on Good Friday will continue to be governed by the Civil Service Rules.



## ARTICLE 29 - INSURANCE PROGRAMS

Except where it is in conflict with the express terms of this agreement the *Wayne County Health and Welfare Benefit Plan* ("the Plan") is incorporated by reference.

### 29.01 Medical Insurance

A. Effective upon the next open enrollment following execution of this Agreement by the County Executive, qualified employees will be eligible to select a medical plan among the available options listed below:

1. Health Maintenance Organization (HMO) – See Table B
2. Preferred Provider Organization (PPO) – See Table A
3. Traditional Plan – See Table C

B. Prescription drug coverage will be provided as described in Appendix D for qualified employees enrolled in an available medical plan, subject to graduated co-payments based on the class of drug prescribed in accordance with the *Wayne County Health and Welfare Benefit Plan*.

C. Active Employees will be required to contribute toward the cost of healthcare based on the following schedule:

MONTHLY CONTRIBUTION	SINGLE PERSON	TWO PEOPLE	FAMILY
PPO or HMO Rates without Rx	\$ 38	\$ 86	\$ 100
Traditional Rates without Rx	\$ 64	\$ 146	\$ 183
Prescription Drug Rates	\$9	\$19	\$23

Contributions for each plan year after the 2007-08 plan year shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous plan year's contribution rate for the specified plan.

Contributions shall be made based on a 2080-hour work year and paid out of the first two (2) pays of each month. Employees on any type of leave of absence who continue to be enrolled in an Employer-sponsored healthcare plan shall be required to make the monthly contribution in order to maintain enrollment in the plan regardless of the number of hours actually paid or type of time used (e.g., regular, annual, sick, etc.).

The Employer will implement a premium recovery Section 125 Plan providing a pre-tax benefit for active employees contributing towards the monthly cost of health care benefits to the extent possible under Internal Revenue Service regulations.

- D. Employees who retire from County service who are eligible for post-retirement health care benefits shall participate in the same health care plan options, coverages, co-pays, deductibles, etc. as active employees covered by this, or any subsequent, collective bargaining agreement.

Effective no earlier than June 1, 2008, employees retiring under the provisions of this Agreement shall make monthly contributions toward the cost of medical and prescription drug benefits based on the average monthly premiums and/or illustrative rates ("rates") of the medical and prescription drug plans available to retirees. The average monthly rates for the separate medical and prescription drug plan categories shall be calculated by averaging the single-person, two-person and family rates of each available plan resulting in an average monthly plan rate for each available plan. The average monthly plan rates for the PPO and HMO medical plans shall then be further averaged together to reach the standard monthly medical plan rate.

Retirees enrolling in either the PPO or the HMO plan option shall contribute ten percent (10%) of the standard average monthly medical plan rate in addition to ten percent (10%) of the average monthly prescription drug plan rate. Retirees electing to enroll in the Traditional plan option shall contribute an amount equal to retirees enrolled in the PPO or HMO plan option plus the monthly rate difference between the standard average monthly medical plan rate and the monthly Traditional plan rate.

Retirees with gross income of \$31,000 or less for the previous year will contribute seven and one-half percent (7.5%) of the County's illustrative rate or fifty percent (50%) of the monthly contribution rate in the above table, whichever is less.

Retirees' contributions for each plan year after the 2007-08 plan year shall be increased / decreased at the same rate at which reported monthly illustrative rates or premiums increase or decrease, not to exceed ten percent (10%) over the previous plan year's contribution rate for the specified plan.

Contributions toward the cost of retiree healthcare shall continue at the appropriate rate as described above until the first of the month after the retiree is within five (5) years of eligibility for Medicare due to age. The rate in effect at that point in time shall thereafter be the maximum monthly contribution rate for that retiree and shall be assessed until such time as the retiree and all covered dependents have enrolled in Medicare. Contributions toward health care costs shall not be assessed against the retiree during months when all covered members are enrolled in Medicare.

- E. Qualified employees may select only one health care plan option. Selection and enrollment of a qualified employee and his or her eligible dependents in an available health plan will remain the responsibility of the employee.
- F. Health care coverage for eligible dependents will be in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit*

*Plan.* However, the cost for dependent children between the ages of 19 and 24 who are not full-time enrolled students will be \$75 per month.

- G. Spouses who are eligible for primary medical coverage through another employer shall not be eligible for primary coverage through Wayne County.
- H. All employees who are newly hired, rehired, re-employed or reinstated must participate in the plan of the County's choice for at least one year. Participation will begin the first of the month following the effective date of active service and will continue without election until completion of one year in the mandatory plan.
- I. In the event Federal legislation which provides health care coverage for employees covered by this Agreement is enacted into law during the term of this Agreement, the parties agree to renegotiate the provisions of this section as needed upon request.

#### **29.02 Healthcare Benefit Opt-Out Program**

At the Employer's option, a Healthcare Benefit Opt-Out Program may be offered in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*.

#### **29.03 Coordination of Benefits**

The Employer will continue to coordinate medical, vision and dental benefits with insurance carriers of spouses and dependents of Wayne County active employees. All employees and retirees must notify the Benefits Administration Division of any changes, including but not limited to, marital, dependent, employment and insurance status.

#### **29.04 Optical Program**

The Employer shall continue to provide retirees and an active employees self-insured optical reimbursement program with a \$75.00 maximum benefit level for each retiree and family member, and a \$175.00 maximum benefit level for each active employee and family member who is currently covered under Professional Services Group Benefit Certificate and Comprehensive Hospital Care Group Benefit Certificate, HMO, or PPO, at the Employer's expense. Benefits will be restored every two years on October 1 of each odd-numbered year.

#### **29.05 Vision Benefits Option**

- 1. During open enrollment, instead of participating in the Optical Program, full-time active employees have the option of selecting vision insurance coverage for themselves and their eligible dependents.

2. Vision exams will be covered under the employee's medical plan once every twenty-four months.
3. Frames, lenses or contact lenses will be covered once every twenty four months under a vision benefit plan at the levels provided for in Table G.

#### **29.06 Dental Insurance**

The Employer shall provide a dental plan, including a DMO dental plan option provided by Golden Dental for each eligible active employee in the bargaining unit and qualified dependents in accordance with the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*, Table E (Traditional Indemnity Dental Plan Option) and/or Table F (DMO Dental Plan Option).  
See service definitions below:

#### **29.07 Cost Containment Programs**

The Employer reserves the right to implement healthcare cost containment programs. The cost containment programs may require that the insured follow procedures prescribed by the provider in order to be eligible for benefits. The Employer also reserves the right to change a provider or benefits administrator with 60-days notice to employees.

#### **29.08 Life Insurance**

The Employer shall pay the full premium for \$25,000 of group life insurance for each full-time permanent employee within the bargaining unit.

Supplemental life insurance is available under a group plan at the option of the employee.

#### **29.09**

Full-time employees for purposes of this article, shall mean an employee who is hired to perform at least thirty-two (32) hours of work per week.

#### **29.10 Workers' Compensation**

The Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, an employee shall be permitted to draw upon accumulated sick and annual leave respectively, if available. If sufficient sick and annual leave does not exist, the employee must request a leave of absence without pay.

#### 29.11

When workers' compensation payments commence, unused sick and annual leave may be used (at the employee's option) to supplement compensation payments. Under no circumstances shall the combined income sources exceed one hundred percent (100%) of the employee's weekly after tax wages.

#### 29.12

If an employee has used sick and annual leave during the period of workers' compensation disability, sick and annual leave will be restored only after reimbursement is made to the County for full dollar value of time used. The County's liability will not exceed the statutory rate prescribed by the Michigan Department of Consumer and Industry Services Workers' Compensation Bureau.

#### 29.13

Employees on workers' compensation shall receive medical, optical, life, and dental insurance benefits for 18 months or less of continuous disability.

#### 29.14

Employees receiving workers' compensation for up to eighteen (18) months shall earn annual leave at 50% and sick leave at 75%.

#### 29.15

All claims established prior to July 30, 1984 shall be processed in the previously established manner with all previous entitlements.

#### 29.16 **Long-Term Disability Income Benefit Plan**

Members of the bargaining unit shall be covered by a long-term disability income protection plan which pays a member 60% of gross salary up to a maximum of \$2,200.00 per month. An employee covered by the Long-Term Disability Income Benefit Plan qualifies for benefits after 60 calendar days of illness or disability, or the use of all sick time, whichever occurs last. Effective January 1, 1998, the eligibility threshold for employees in the Cash Plan sick leave program will be reduced to thirty (30) calendar days. The employee shall receive benefits under the terms and conditions of the *County of Wayne, Michigan, Long-Term Disability Income Benefit Plan*.

29.17

An employee disabled as a result of a work related injury is qualified to collect workers' compensation benefits. Payment of workers' compensation benefits precludes payment of long-term disability. If long-term disability payments have been made subsequent to favorable adjudication of a workers' compensation claim, the employee will reimburse the County the dollar amount received during the disability period.

29.18

Employees receiving long-term disability must cooperate in efforts to receive treatment and rehabilitation for continued benefits under the plan. Failure to comply may result in termination of benefits.

29.19

Medical, optical, life and dental insurance benefits will continue while on long-term disability for up to 18 months or less of continuous disability.

29.20

Payment will be made in a timely manner. The Program will be totally funded by the County.

29.21

Other terms and conditions regarding eligibility for and the application of long term disability benefits shall be as described in the *County of Wayne, Michigan, Long-Term Disability Income Benefit Plan*, which is incorporated by reference.

**29.22 Optional Insurance**

Employees shall have the option to secure additional insurance coverage offered by a program selected by the County through payroll deduction.

**ARTICLE 30 – RETIREMENT**

**30.01 General Provisions**

- A. The detailed provisions of the Wayne County Employee's Retirement System shall control except where changed or amended below.

- B. Each employee shall participate in a retirement savings plan offered by the County.
- C. Employees participating in a retirement plan offered by the County who were hired prior to the date of execution of this Agreement by the County Executive must meet all age and service requirements to be eligible for post retirement insurance and health care benefits pursuant to the *Wayne County Health and Welfare Benefit Plan*.
- D. Employees hired on or after December 1, 1990 but before November 16, 2001 shall be eligible to participate in Defined Benefit Plan No. 2, Defined Contribution Plan No. 4 or the Hybrid Plan No. 5. Those employees who have previously selected either Plan No. 2 or Plan No. 4 may transfer to Plan No. 5 during the one-time transfer enrollment period (See 30.06). The Hybrid Plan No. 5 shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after November 16, 2001.
- E. Unless otherwise specified, regardless of the Retirement Plan, all employees hired on or after December 1, 1990 shall not be eligible for insurance and health care benefits upon retirement unless they retire with thirty (30) or more years of service; however, effective November 16, 2001 employees in Plan No. 2, Plan No. 3 and Plan No. 4 shall be eligible to retire with insurance and health care benefits provided he or she has fifteen (15) or more years of service and is age sixty (60) or older. Employees in the Hybrid Retirement Plan, hired on or after December 1, 1990, shall only be eligible for insurance and health care benefits upon retirement if they retire with thirty (30) or more years of service. Effective on the date the County Executive executes this agreement, employees in Plan No. 5 who have fifteen (15) years of service and are age sixty (60) or older, will be eligible to retire with insurance and health care benefits.
- F. Regardless of the Retirement Plan, all employees hired, rehired, re-employed and reinstated on or after the date of execution of this Agreement by the County Executive will not receive nor be eligible for Employer-sponsored insurance and health care benefits upon retirement. However, these employees will be eligible to participate in an Employee Health Care Benefit Trust in accordance with 30.13(A) and the terms and conditions outlined in the *Wayne County Health and Welfare Benefit Plan*. Employees participating in the Employee Health Care Benefit Trust who retire from County employment may elect to purchase post-retirement health care insurance from the County at full rate cost, or purchase such insurance from a provider other than that provided by the County. This subsection (30.01(F)) will not apply to terminated employees reinstated through arbitration who were otherwise eligible for post-retirement health care prior to termination.
- G. One (1) year of service equals 2080 straight time hours. No more than one (1) year of service credit may be earned in any one (1) calendar year.
- H. Average final compensation shall be equal to 1/60 of the aggregate amount of compensation paid during the five (5) years of credited service in which

the aggregate amount of compensation is greatest. For employees in Plan 1 only, average final compensation shall be equal to 1/48 of the aggregate amount of compensation paid during the four (4) years of credited service in which the aggregate amount of compensation is greatest.

- I. Employees who on or after December 1, 1990, elect to receive a deferred retirement option upon separation from County service, shall not be eligible to receive insurance and health benefits upon satisfying normal age and service requirements for a deferred retirement pension.
- J. Eligible employees in Defined Benefit Plan 2 and Defined Benefit Plan 3 shall receive a duty disability retirement benefit which will equal 75% of the employee's average final compensation.
- K. Effective the date of execution of this Agreement by the County Executive, and for no more than one hundred eighty (180) calendar days thereafter, employees in Retirement Plans 1, 2, 3 & 5 may purchase up to two (2) years of credited service toward retirement eligibility at total actuarial cost.
- L. Unless otherwise specified, the terms and conditions of each Retirement Plan as indicated in the following provisions are effective beginning the date of execution of this Agreement by the County Executive for members of the bargaining units retiring after that date.

#### **30.02 Defined Benefit Plan No. 1**

- A. Members of Defined Benefit Plan No. 1 shall continue to make contributions to the system in accordance with the following schedule:

<u>Years of Credited Service</u>	<u>Percentage of Total compensation</u>
0 - 8	6.58%
9 - 12	4.58%
13 - 16	3.58%
17 - Plus	2.58%

- B. Normal retirement shall mean 25 years of credited service at age 50 or five (5) years of credited service at age 60. Effective December 1, 1997, employees in Plan No. 1 with 30 or more years of credited service shall be eligible for normal retirement regardless of age.
- C. Employees eligible for normal retirement may retire with a pension benefit formula of 2.65% of average final compensation (AFC) multiplied by all years of credited service.
- D. The maximum retirement benefit shall not exceed 75% of average final compensation regardless of the formula used and regardless of the source of



funding. This provision shall not apply to those employees with 30 or more years of credited service on or before April 1, 1996.

- E. Employees in Defined Benefit Plan No. 1 may transfer to the Hybrid Retirement Plan in accordance with Article 30.06 (A)(2).
- F. Once an employee has elected to withdraw from Defined Benefit Plan No. 1, that employee may not return.

### **30.03 Defined Benefit Plan No. 2**

- A. Normal retirement shall mean 25 years of credited service at age 55, 20 years of credited service at age 60, or eight (8) years of credited service at age 65. Effective November 16, 2001, normal retirement shall also include fifteen (15) years of credited service at age 60.
- B. The amount of retirement compensation shall equal one percent (1%) per year times average final compensation for the first 20 years, and one and one quarter percent (1.25%) per year times average final compensation for all years of service over 20 years.
- C. Compensation does not include payouts of sick, annual leave or holiday banks unless expressly provided for in this Agreement.
- D. Vesting shall occur after eight (8) years of credited service.
- E. There is no employee contribution.
- F. Employees in Defined Benefit Plan No. 2 may transfer to the Hybrid Retirement Plan in accordance with Article 30.06 (A)(2).
- G. Once an employee has elected to withdraw from Defined Benefit Plan No. 2, that employee may not return.

### **30.04 Defined Benefit Plan No. 3**

- A. Normal retirement shall be 25 years of credited service at age 55, 20 years of credited service at age 60, or five (5) years of credited service at age 65. Effective November 16, 2001, normal retirement shall also include fifteen (15) years of credited service at age 60.
- B. Effective upon the date of execution of this Agreement by the County Executive, the amount of normal retirement compensation shall be equal to the sum of two percent (2.00%) of average final compensation multiplied by credited service for the first twenty (20) years; two and one-half percent (2.50%) of average final compensation multiplied by credited service for the next five (5) years; and three percent (3.00%) of average final compensation multiplied by credited service for years over twenty five (25).

- C. Vesting shall occur after eight (8) years of credited service.
- D. The employee contribution shall equal three percent (3%) of total compensation.
- E. Employees in Defined Benefit Plan No. 3 may transfer to the Hybrid Retirement Plan in accordance with Article 30.06 (A)(2).
- F. Once an employee has elected to withdraw from Defined Benefit Plan No. 3, that employee may not return.
- G. Employees in Plan 3 who elect to purchase up to two (2) years of credited service toward retirement eligibility pursuant to subsection 30.01(K) above will be allowed to purchase the first (1<sup>st</sup>) year at the total actuarial cost not to exceed \$12,000.00. However, the second (2<sup>nd</sup>) year must be purchased at the total "uncapped" actuarial cost regardless of the time of purchase.
- H. Employees in Plan 3 may also purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

#### **30.05 Defined Contribution Plan No. 4**

- A. All employees who elect the Defined Contribution Plan shall contribute not less than one percent (1%) nor more than two and one-half percent (2.5%) of gross wages to the plan. Effective December 1, 1999, participants in Defined Contribution Plan No. 4 with twenty (20) or more years of credited service may contribute up to three percent (3%) of gross wages to the plan.
- B. The Employer shall contribute \$4.00 for each \$1.00 the employee contributes. Effective December 1, 1995, the County shall contribute \$5.00 for each \$1.00 the employee contributes after 20 years of service.
- C. Vesting in the Defined Contribution Plan shall occur as follows:
  - 1. An employee with less than three (3) years of total County credited service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution plus earnings on those contributions, if any.
  - 2. After three (3) years of total County credited service or upon involuntary termination of employment other than for cause, the employee shall be permitted to withdraw both the employee and Employer contributions, plus earnings, if any.
- D. "Retirement" for employees who have elected the Defined Contribution Plan shall mean leaving County service at age 55 with 25 years of credited service; at age 60 with 20 years of credited service; or at age 65 with 8

years of credited service. Effective November 16, 2001, normal retirement shall also include fifteen (15) years of credited service at age 60.

- E. Employees who "retire" under the Defined Contribution Plan must meet all age and service requirements to be eligible for insurance and health care benefits. Employees hired prior to the date of execution of this Agreement by the County Executive who "retire" under the provisions of this plan shall be eligible for the same insurance and health benefits as an employee retiring from a Defined Benefit Plan. Effective December 1, 1999, retirement eligible Defined Contribution Plan No. 4 participants who withdraw all funds from the plan at retirement shall be entitled to survivor health care benefits. Duty and non-duty disability retirees will be eligible December 1, 1997 (if like benefits are available for Defined Benefit Plan employees).
- F. Once an employee has opted for the Defined Contribution Plan No. 4, that employee may not opt for a Defined Benefit Plan, except he or she may transfer to the Hybrid Plan 5 in accordance with Article 30.06 (A)(2). Once an employee has elected to withdraw from Defined Contribution Plan No. 4, that employee may not return.
- G. Effective beginning December 1, 1997, Defined Contribution Plan No. 4 participants may contribute an additional 7.5% of gross wages to the Plan annually with no matching County contribution. The combined total contribution that an employee may make to Plan No. 4 and to the Deferred Compensation Program (the 457 Plan) cannot exceed \$30,000.00 annually, and must otherwise conform to Internal Revenue Service Rules and Regulations.
- H. Effective upon execution of this Agreement by the County Executive, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 4 contributions equal to seventy-five percent (75%) of the employee's average annual compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

### **30.06 Hybrid Retirement Plan No. 5**

#### **A. General Provisions:**

- 1. The Hybrid Retirement Plan shall be mandatory for all new employees hired and former employees re-employed, re-instated or rehired on or after November 16, 2001.

2. Employees hired, re-employed, re-instated or rehired prior November 16, 2001, may elect to transfer from their current Retirement Plan to the new Hybrid Retirement Plan during a one-time window period of one hundred eighty (180) calendar days following the date of execution of this Agreement by the County Executive. Employees electing to transfer into the Hybrid Retirement Plan must fully purchase their entire credited service into the Plan within the 180 calendar day window period or they will forfeit eligibility for transfer into the Plan.

For eligible employees electing to transfer into the Hybrid Retirement Plan within the first ninety (90) calendar days of the 180 calendar day transfer period, the method used to calculate the cost of purchasing credited service will be the same as that used for employees who previously transferred into the Hybrid Retirement Plan under the 2000-2004 collective bargaining agreement, including the former average final compensation multipliers of 1.25% and 1.5% outlined in section 30.06(B)(2), paragraph 1, below.

For eligible employees electing to transfer into the Hybrid Retirement Plan after the first ninety (90) calendar days of the 180 calendar day transfer period, the method used to calculate the cost of purchasing credited service will also be the same as that used for employees who previously transferred into the Hybrid Retirement Plan under the 2000-2004 collective bargaining agreement except that the new average final compensation multiplier of 2.0%, outlined in section 30.06(B)(2), paragraph 2, will be used.

Transferring employees shall be responsible for the full actuarial cost of purchasing credited service. Once an employee elects to transfer to the Hybrid Retirement Plan, that employee may not return to his or her prior retirement plan.

Employees transferring from Plan 4 shall be able to maintain their outstanding loans from Plan 4 and continue with their repayment schedule. Employees transferring from Plan 4, if sufficient monies are not available in their account, may purchase credited time with their available funds and then commit to purchase any remaining credited service time within the next 24 months, at the applicable loan rate.

Employees who elect to transfer from Plan 2 to Plan 5, who do not have sufficient money to purchase at the full actuarial rate, may arrange to pay the cost over twenty-four (24) months at the applicable rate. The rate to transfer from Plan 2 into Plan 5 for the first twenty (20) years of service shall be calculated using the 1.25% of average final compensation rate. The rate to transfer from Plan 2 into Plan 5 for all years after the first twenty (20) shall be calculated using the 1.5% rate.

**B. Defined Benefit Provisions:**

1. Normal retirement shall mean twenty-five (25) years of credited service at age 55, twenty (20) years of credited service at age 60, eight (8) years of credited service at age 65 or thirty (30) years of credited service without an age requirement. For employees hired prior to December 1, 1990, normal retirement shall include medical benefits as otherwise provided under the terms of this Agreement. Employees retiring with thirty (30) years of service will receive medical benefits as otherwise provided in this Agreement.

Effective on the date the County Executive executes this Agreement, employees hired before the date of execution who are sixty (60) years of age or older with fifteen (15) or more years of credited service will receive medical benefits as otherwise provided under the terms of this Agreement.

Employees hired before the date of execution of this Agreement by the County Executive who reach twenty-five (25) years of credited service within five (5) years following the date of execution of this Agreement by the County Executive will be allowed to retire with medical benefits as otherwise provided under the terms of this Agreement.

2. The amount of retirement compensation shall equal one and one-quarter percent (1.25%) per year times average final compensation for the first twenty (20) years, and one and one-half percent (1.5%) per year times average final compensation for all years of credited service over twenty (20) years.

Effective the date of execution of this Agreement by the County Executive, the amount of retirement compensation shall equal two percent (2.0%) per year times average final compensation for all years of credited service.

3. Average final compensation shall be equal to the monthly average of the employee's base compensation for the last five (5) years of credited service. Compensation includes final payouts of excess sick and/or annual leave.

Effective the date of execution of this Agreement by the County Executive, employees in the Hybrid Retirement Plan shall contribute one percent (1%) of compensation to the Retirement System.

4. Regarding deferred retirement, vesting shall occur upon completion of eight (8) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of separation. The payment of retirement benefits shall begin at age sixty-five (65).

5. Eligible employees shall receive a duty disability retirement benefit. The amount of retirement compensation shall be computed as normal retirement with additional service credit granted from the date of retirement to age sixty (60). The total Plan 5 duty disability benefit, including that received under section 30.06 (C)(4) below, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1.

Payments of workers' compensation benefits will be used to reduce an employee's retirement compensation. No age or service requirements apply.

6. Employees shall be eligible for a non-duty disability retirement upon completion of ten (10) years of credited service. The amount of retirement compensation shall be computed as normal retirement, but based on the actual number of years of credited service and average final compensation at the time of termination. The Employer reserves the right to limit payments from the Retirement System through the use of proceeds from the Employer's long-term disability policy.
7. In the event of an employee's death prior to retirement, normal retirement shall mean ten (10) or more years of credited service or eight (8) years of credited service at age 65. The amount of retirement compensation paid to the spouse shall be computed as normal retirement, but actuarially reduced in accordance with a one hundred percent (100%) joint and survivor election. If there is no eligible spouse, unmarried children under age eighteen (18) shall receive equal shares of fifty percent (50%) of the normal retirement benefit.
8. Employees in the Hybrid Retirement Plan shall be eligible for post retirement cost-of-living adjustments in the form of distributions from the Reserve for Inflation Equity.
9. Employees in the Hybrid Retirement Plan may purchase, at total actuarial cost, years of credited service earned by the employee while employed with a previous governmental Employer, not to exceed the total number of years earned with that Employer.

C. **Defined Contribution Provisions:**

1. All employees in the Hybrid Retirement Plan shall contribute three percent (3%) of base compensation to the plan. Effective the date of execution of this Agreement by the County Executive, all employees in the Hybrid Retirement Plan shall contribute two percent (2%) of base compensation to the plan. An employee shall be immediately vested in one hundred percent (100%) of his or her contributions.
2. The Employer shall contribute three percent (3%) of the employee's base compensation to the Plan. Effective the date of execution of this Agreement by the County Executive, the Employer's contribution to the

Plan shall be reduced to two percent (2%) of the employee's base compensation.

An employee shall be vested in the Employer's contributions as follows:

- a. Fifty percent (50%) vested in the Employer's contribution upon completion of one (1) year of service;
  - b. Seventy-five percent (75%) vested upon completion of two (2) years of service; and
  - c. One hundred percent (100%) vested upon completion of three (3) years of service.
3. Upon termination, an employee may select one (1) of the following distribution options:
- a. Lump sum distribution of the vested account balance,
  - b. Rollover of the vested account balance into a qualified plan, or
  - c. Annuitizing the vested account balance if the employee is also eligible for a defined benefit pension.
4. Effective upon execution of this Agreement by the County Executive, eligible employees may receive a duty disability retirement benefit in the form of an annuity purchased from available, vested Plan 5 contribution-side funds. The total Plan 5 duty disability benefit, including that received under section 30.06(B)(5) above, shall not exceed seventy-five percent (75%) of the employee's average compensation as otherwise provided in Defined Benefit Plan #1. The employee will be required to surrender all accumulated funds in the Plan, including both employee and vested Employer contributions. In the event an employee has an outstanding loan from the Plan, loan payments shall continue as scheduled through equivalent withholding from the employee's monthly disability retirement benefit until such loan is repaid in full. Should the employee become deceased prior to full repayment, the employee's estate shall be responsible for any outstanding amount.

### **30.07 Purchase of Military Service**

All employees may purchase up to a total of six (6) years prior military service at full actuarial cost. Purchase shall be in one (1) month increments with twelve (12) months of purchased credited service needed for one (1) year of credited service. The Retirement Commission shall establish rules for implementation of this section.

## 30.08

The Director of Personnel/Human Resources shall have the authority to file a written application for disability retirement on behalf of any employee permanently or indefinitely disabled.

## 30.09 Retiree Insurance Benefits

- A. The Employer shall provide \$5,000 of life insurance to employees who retire from the bargaining unit on or after the effective date of this contract.
- B. All employees retiring after December 1, 1997, who are eligible for medical benefits under the current system, shall be allowed to select a medical benefit plan among other available plans offered during open enrollment.

## 30.10 Post-Retirement Health Care Benefit Trust

### A. Employee Health Care Benefit Trust

1. Except as provided below, employees hired on or after the date of execution of this Agreement by the County Executive shall not receive or be eligible for Employer-sponsored insurance or health care benefits upon retirement.
2. Employees hired on or after the date the Wayne County Executive executes this agreement will be eligible to participate in the Employee Health Care Benefit Trust ("Trust") established by the Employer. The Trust will be administered by a committee consisting of six (6) members. One member shall be an employee of Wayne County appointed by Michigan AFSCME Council 25. One shall be a member of Wayne County AFSCME Local 3317. One shall be a member of Local 502. The remaining three members shall be appointed by the Wayne County Executive. In the event of a tie, the Wayne County Director of Personnel/Human Resources will have the deciding vote.
3. Employees who elect to participate in the Trust will be required to make contributions in the amount of two percent (2%) of their base wage rate to fund the Trust. Contributions will be made in the form of bi-weekly payroll deduction, as specified in the *Wayne County Health and Welfare Benefit Plan*, and employees will otherwise be subject to the terms and conditions outlined therein.
4. The Employer will also contribute five percent (5%) of the employee's base wage rate to the Trust in accordance with the terms of the *Wayne County Health and Welfare Benefit Plan*.
5. Fund distributions from the Trust will be subject to all applicable Internal Revenue Service rules and regulations.



**B. Permanent Waiver of Post-Retirement Health Benefits**

1. Employees hired prior to the date of execution of this Agreement by the County Executive may elect to permanently relinquish their current or future eligibility to receive post-retirement insurance and health care benefits from the County.
2. Employees electing to permanently waive post-retirement health care benefits under this Article may elect to participate in the Employee Health Care Benefit Trust as described in Article 30.10(A) above.

- C.** Effective beginning October 1, 2017, employees in the bargaining unit who have been enrolled in the Employee Health Care Benefit Trust for at least ten (10) years may, on an individual basis, elect to withdraw from the Trust and become eligible for post-retirement medical benefits available to members of the bargaining unit hired immediately prior to the effective date of this Agreement. Employees electing to withdraw from the Trust to become eligible for County-sponsored post-retirement medical benefits under this subsection shall be entitled to return of the employee's full contribution into the Trust for the entire period of participation plus any interest accrued on the employee's contributions as established by the trustees of the Trust. In this case, the Employer's contribution shall be forfeited back to the Employer.

Election to withdraw from the Trust shall be made in writing to the Director of Benefit Administration within ninety (90) days prior to the employee's completion of his or her tenth year of participation in the Trust. An employee's election to withdraw from participation in the Trust shall be irrevocable. Employees failing to make an election to withdraw from the Trust within the prescribed time period shall remain as participants in the Trust and shall not be allowed to withdraw for the remainder of their continuous employment with the County.

- D.** It is expressly understood and agreed that any modifications to, or elimination of, the Employee Health Care Benefit Trust will become subject to negotiation, effective October 1, 2017.

**ARTICLE 31 - UNEMPLOYMENT INSURANCE**

**31.01**

The Employer shall be an Employing Unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Employment Security Commission.

The Employer shall furnish employees with copies of the Michigan Employment Security Commission Form UC 1711 on separation from employment.

## **ARTICLE 32 - UNION BULLETIN BOARDS**

### **32.01**

The Employer agrees to furnish each Local Union adequate bulletin boards at such locations as shall be agreed between the Local Union and the department head. The boards shall be used only for the following notices: Union Meetings, Union Elections, Reports of the Union, Rulings or Policies of the International Union, Recreational and Social Affairs of the Union. Notices and announcements shall not contain anything of a political or partisan nature.

### **32.02**

It is understood that the above-mentioned bulletin boards are to be shared in common with such other Local Unions as may be granted the same availability by contract.

## **ARTICLE 33 - MILEAGE ALLOWANCE**

### **33.01 Private Car Mileage Reimbursement**

Employees required to use their private vehicles in performance of assigned duties shall be reimbursed for actual trip mileage incurred each month. Effective beginning on the first of the month following ratification, employees shall be reimbursed at the following rates which shall be adjusted as of May 1 of each year, in accordance with the composite cost for driving 10,000 miles, which is published annually by the American Automobile Association, (AAA) in the publication, *Your Driving Costs*.

First 300 miles - AAA published rate less \$ .02/mile  
Next 300 miles - AAA published rate less \$ .03/mile  
Over 600 miles - AAA published rate less \$ .04/mile

### **33.02 Definition of Reimbursable and Non-Reimbursable Mileage**

- A. Trips from home to the employee's official work location and back home shall not constitute reimbursable mileage.
- B. Trips from the employee's official work location (or designated starting point if the employee has no official work location) to a job, from job to job, and if directed, back to the official work location or designated starting point, shall constitute reimbursable mileage.
- C. Employees who report to a field assignment and not to their official work location, shall be reimbursed for home to field.

- D. Employees who report to their official work location, then travel to a field assignment for the remainder of the day, and then go home, shall be reimbursed.

33.03

The Employer shall direct field work in such a manner that employees shall not be unreasonably required to have their personal automobile available for County business on a daily basis, nor drive to their duty station before entering upon field work unless their job assignments so dictate.

33.04

To be eligible for mileage reimbursement, employees shall be required to submit a filled-in Daily Trip Sheet furnished by the Employer at the end of each month. The Employer shall pay each monthly mileage allowance check no later than the second pay period of the month following the month in which it is incurred.

Employees shall also submit evidence of no-fault automobile liability insurance acceptable to the Employer.

## **ARTICLE 34 - WAGE ADJUSTMENTS**

34.01

It is agreed between the parties that all County employees represented by AFSCME, Local 1862, Local 2057 and Local 2926, shall continue to be paid under the County Graded Salary Plan.

34.02

There will be no wage increases for the 2004 - 2005 contract year.

34.03

Effective October 1, 2005, all employees of record within the grade will receive a 2% increase in their base wage rate.

34.04

Effective October 1, 2006, all employees of record within the grade will receive a 1% increase in their base wage rate.

#### 34.05

Effective October 1, 2007, all employees of record within the grade will receive a 1% increase in their base wage rate.

#### 34.06 General Increases

- A. Employees who are below the grade maximum will receive a general increase in accordance with Sections 34.03, 34.04 and 34.05 each October 1, during the term of the collective bargaining agreement.
- B. Employees who are at the grade maximum, on February 29, 2008, will receive the general increases described under Section 34.03, 34.04 and 34.05 in their base rate.
- C. Employees who are above the grade maximum, on February 29, 2008, will receive the equivalent of the general increases described in Sections 34.03, 34.04 and 34.05, but it will not be included in their base rate.
- D. The maximum of the Graded Salary Plan will not change during the term of the collective bargaining agreement.

#### 34.07 Annual Service Adjustments

There will be no annual service adjustments during the 2004 – 2008 contract term.

#### 34.08 Promotion Rule

An employee who is promoted on or after May 18, 1998, shall have his or her wage rate adjusted by 7%, provided the new wage rate is not less than the minimum rate nor greater than the maximum rate of the higher classification.

#### 34.09 Demotion Rule

- A. An employee who is demoted on or after May 18, 1998, for lack of work or lack of funds, for medical reasons, or as a career demotion shall have his or her wage rate adjusted to provide a 3.5% decrease, provided the new wage rate is not less than the minimum rate nor greater than the maximum rate of the lower classification.
- B. An employee who is demoted on or after May 18, 1998, for any other reason shall have his or her pay rate adjusted to provide a 7% decrease, provided the new pay rate is not less than the minimum rate nor greater than the maximum rate of the lower classification.

#### 34.10

Should a newly-hired employee be placed in the pay grade at a higher rate than other bargaining unit members in the same classification, the pay rate of those bargaining unit member(s) will be increased to that of the newly-hired employee.

#### 34.11

Wage rates for employees hired, re-hired or re-employed on or after May 18, 1998, shall not exceed the maximum of their pay grades.

#### 34.12

Employees of record on the date the County Executive executes the collective bargaining agreement will receive a one percent (1%) signing bonus in lieu of any Annual Service Adjustments or step increases for the 2004 - 2008 contract term.

#### 34.13 Snow and Ice Premium

Employees in Locals 1862, 2057 and 2926 who are required to work on snow and ice assignments will receive a premium of \$1.00/hour for each actual hour worked on such assignments. An additional fifty cents (.50¢) per hour of actual work on Snow and Ice assignments will be paid for all hours actually worked on such assignments on weekends, and between midnight (12:00 a.m.) and the beginning of the employee's regular shift during the regular workweek. This premium shall not be included in the computation of overtime rates or other premiums.

### **ARTICLE 35 - SEVERABILITY CLAUSE**

#### 35.01

If any article or section of this Agreement, or any Supplement thereto, should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or supplement.

### **ARTICLE 36 - TUITION REIMBURSEMENT**

#### 36.01 Eligibility

Tuition reimbursement shall be limited to regular, full-time employees whose programs meet the following requirements:

- A. Courses are determined by the Employer to be job related and acceptable for the occupation in which the employee is presently working or for a classification in the County of Wayne for which he or she is reasonably preparing to qualify.
- B. Courses are conducted by an accredited educational institution.
- B. Correspondence courses may be eligible for reimbursement.

### **36.02 Amount of Reimbursement**

The refund will be one hundred percent (100%) of actual tuition but not more than one thousand five hundred dollars (\$1,500.00) per fiscal year. Refund payments will not include the cost of books, supplies or equipment. More than two (2) college courses per term will be approved only under circumstances acceptable to the Employer.

### **36.03 Application Process**

The application process shall be as follows:

- A. An employee must complete an application form provided by the Employer and submit it for Departmental approval.
- B. At least two weeks before the training or class is scheduled to begin, the employee must submit the completed application in triplicate to the Department of Personnel/Human Resources.
- C. After the employee's application is reviewed by the Department of Personnel/Human Resources, the employee will be informed of the Department's decision.
- D. If an employee withdraws, substitutes, or for any reason does not successfully complete the approved course(s), the employee should immediately inform the Department of Personnel/Human Resources.

### **36.04 Reimbursement Process**

Reimbursement will be made to an employee who:

- A. Secures written approval of course(s) from the Department of Personnel/Human Resources. Reimbursement shall only be made for that course which was initially approved by the Department of Personnel/Human Resources. If the approved course is later dropped and another course

substituted, the replacement course must be approved by the Department of Personnel/Human Resources in order to be reimbursable;

- B. Successfully completes the initial probationary period;
- C. Successfully completes the course(s). If the course is in a degree, diploma or certificate program, successful completion will mean attaining a grade equal to or better than the minimum grade point average required by the institution to receive the degree, diploma or certificate;
- D. Attaches to the back of the application a true, legible copy of the tuition receipt, and a final grade report, certificate or official statement that evidences (on the school's stationery) satisfactory completion; and then submits the documents to the Department of Personnel/Human Resources no later than 30 days after the end of the school term;
- E. Is on the payroll at the time the application for refund is submitted for approval to the Department of Personnel/Human Resources. If the employee has been laid off due to reduction in the force and is on a recall list, the employee must have been on the payroll when the course started; and
- F. Has not been nor will be fully paid for the cost of tuition by any other institution, scholarship, grant, or aid. The amount of tuition reimbursement will be offset to the extent that it is reimbursed or paid by other agencies, scholarships, grants, etc.

#### **36.05 Eligibility - Professional Seminars and Conferences**

Tuition reimbursement shall be limited to regular, full-time employees whose programs meet the following requirements:

- A. Application must be made to the Department of Personnel/Human Resources by means of an application completed by the employee and approved by the department head, indicating the specifics of the seminar or conference (cost, when and where held, who is to attend, and relationship to employee's present job).

These seminars or conferences must be designed to contribute to one's professional competence in performing his or her current job, or in preparing one to advance towards a County career objective;

- B. Approval, processing, and reimbursement will be determined the same as tuition procedures for regular classroom courses;
- C. No payment will be made for books and supplies, meals, traveling cost, hotels, etc. This program covers seminar or conference registration fees only, except where other refunds are authorized by clear contractual language.

36.06

The Department of Personnel/Human Resources reserves the right to deny tuition reimbursement to any employee found guilty of falsifying documentation or committing fraud for purposes of receiving tuition reimbursement.

36.07

The County will reimburse bargaining unit members the cost of the Professional Engineer, Professional Land Surveyor or Registered Architect License fee after they present the fee notice and proof of payment to the appropriate division representative. The County will only pay for the type of license it requires. Late fees will not be paid.

### **ARTICLE 37 - INDEMNIFICATION**

37.01

Whenever an employee covered by this Collective Bargaining Agreement becomes subject to a claim, a liability, a judgment or a monetary imposition or fine resulting from any action taken within the scope of employment and during the course of employment, the Employer agrees to defend, hold harmless and indemnify the employee including all reasonably related costs. The determination of whether an employee was acting within the scope and course of his or her employment shall be made on behalf of the Employer by the Corporation Counsel. The Corporation Counsel may consult with the appropriate Department Head in making this determination. This determination may be subject to the grievance procedure. All settlements are subject to the approval of the Employer.

37.02

The Employer may elect to represent an employee in cases covered by the above provision, said representation to be through the Office of the Corporation Counsel. Upon receipt of notice of any claim or action, the employee shall immediately notify the Office of the Corporation Counsel in writing.

37.03

In the event the Corporation Counsel has made the decision to defend, hold harmless and indemnify an employee but cannot represent that employee due to a conflict of interest, the Corporation Counsel shall appoint the attorney who will represent the employee. The costs of defense shall be limited to the usual and customary fees and costs charged for similar work by most attorneys practicing in the County of Wayne, Michigan.



## **ARTICLE 38 - DEFERRED COMPENSATION**

### **38.01**

The Employer shall continue to provide for deductions for qualified Deferred Compensation Plans.

## **ARTICLE 39 - UNIFORMS**

### **39.01**

Foremen in the D.P.S. Equipment Repair Division are to be furnished work uniforms which are to be maintained at the expense of the Employer. They do not receive uniform/clothing vouchers.

### **39.02**

Foremen in the D.P.S. Parks Division are to be furnished uniforms that the employees maintain at their own expense. They do not receive uniform/clothing vouchers.

### **39.03**

Before the end of each calendar year, D.P.S. Roads Division Foremen shall receive a \$200.00 uniform/clothing voucher, or a pro-rated voucher if the employee has less than one year of service. Employees must use the uniform/clothing voucher at the uniform store designated by the Employer.

### **39.04**

In the event an employee is separated from County service, the employee shall return all uniforms to the Employer.

## **ARTICLE 40 - ERRORS IN WAGES, LEAVE TIME AND FRINGE BENEFITS**

### **40.01**

Overpayments which are the result of clerical or mechanical errors in calculating an employee's wages or fringe benefits may be deducted from an employee's pay within six (6) months after the overpayment is made, provided the employee is given a written explanation of the deduction at least one (1) pay period before the

wage payment affected by the deduction is made, or at the option of the employee, money may be paid back.

#### 40.02

Deductions will be itemized and no more than fifteen percent (15%) of an employee's pay may be deducted from a paycheck unless otherwise agreed by the employee.

#### 40.03

Errors made in the computation or payment of any leave time may be recovered by adjustment of current leave balances, offsetting future leave earnings or at the option of the employee, money may be paid back.

#### 40.04

An employee who believes that an underpayment of wages, fringe benefits or leave time has occurred, must notify Management within the time period afforded by law after the alleged violation occurs or the underpayment will be considered resolved as paid. In the event it has been determined that an underpayment has occurred, the Employer shall have one (1) full pay period, except during the pay periods occurring between December 1<sup>st</sup> through January 31<sup>st</sup>, after final determination to pay the affected employee.

### **ARTICLE 41 - SPECIAL COMMITTEES**

#### **41.01 Safety Committee**

The Employer and the Union agree to continue existing Safety Committee(s). The committee shall consist of one (1) representative from each Local Union, representatives of the Risk Management Division, and at least one representative of Management. The committee shall attempt to meet on a monthly basis.

When agreement is reached by the Safety Committee on a matter of safety, recommendations shall be put in writing and directed to the appropriate division director and/or the Director of Risk Management. A reply to such recommendations will be presented to the Safety Committee within thirty (30) days. If a reply is not received, or if the committee's recommendations are not implemented, the committee may refer the matter to the appropriate department director and/or the Director of Risk Management.

Union representatives on the Safety Committee shall, upon prior request and approval, be granted reasonable time to prepare, investigate, and submit reports and recommendations. Approval of such requests for time off shall not be

unreasonably withheld. Any violation of the above shall be a proper subject of the grievance procedure.

#### **41.02 Employee Assistance Advisory Committee**

A committee consisting of one (1) representative from each Local Union and an equal number of representatives from the Employer shall be established to monitor and review the Employee Assistance Program. The parties recognize that substance abuse problems including alcoholism, and emotional illness, can be successfully treated and treatment of these and other personal problems is in the best interest of the employee, Union, and Employer.

This committee is not to be interpreted as constituting a waiver of any Employer rights.

#### **41.03 Joint Health Care Benefits Committee**

A joint study committee will be established to review changes in medical insurance coverage.

### **ARTICLE 42 - CONTRACTING AND SUB-CONTRACTING OF WORK**

#### **42.01**

Contracting and sub-contracting shall not be used for the purpose of demoting, laying off, or otherwise causing a reduction of the work week or a loss of wages of any bargaining unit employee.

### **ARTICLE 43 - SUPPLEMENTAL AGREEMENTS**

#### **43.01**

The parties hereto agree to negotiate in good faith on all matters not covered herein and peculiar to the Employer, and, if mutual agreement is reached, that agreement shall be subsequently attached hereto and made a part of this Agreement.

### **ARTICLE 44 - SAVINGS CLAUSE**

#### **44.01**

It is agreed that all established fringe benefits not changed or covered in this Agreement that are now being received by all the employees in the bargaining unit

covered by this Agreement shall remain in full force and effect. The Employer shall not establish any benefit for the employees covered in this Agreement without first negotiating such benefit with the Union.

44.02

Except for workers compensation claims, employees separating from county service by resignation, retirement or discharge shall have 180 days from the effective date of separation to file any claims, civil actions, lawsuits or administrative charges related to their employment with the County. Failure to file such claims or charges within that time period shall result in a complete release and waiver of all claims or actions that the employee could have instituted or asserted concerning his or her employment with the County of Wayne.

#### **ARTICLE 45 - SUCCESSOR CLAUSE**

45.01

This Agreement shall be binding upon the Employer's successor, assignees, or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

#### **ARTICLE 46 - RESIDENCY**

46.01

No employee will be subject to any residency requirements, unless mandated by law.

#### **ARTICLE 47 - SNOW AND ICE CONTROL DEPARTMENT OF PUBLIC SERVICES**

47.01

Snow and ice control overtime shall be considered as a separate entity from either scheduled or emergency overtime.

47.02

Employees who are pre-assigned vehicles and/or tasks to perform during snow and ice control shall be the first persons called in to work, irrespective of their

accumulated overtime.

**47.03**

Employees who are on sick leave shall not be considered for snow and ice control overtime until they return to work on their regularly scheduled assigned shift.

**47.04**

An employee who is on a one (1) day annual leave shall not be considered for snow and ice control overtime during the paid leave period. Thereafter, he or she may become available if he or she indicates in writing to their supervisor that he or she would be available. Forms will be available for the employee to indicate in writing that he or she would be available for snow and ice control.

**47.05**

An employee who is on any other type of leave shall not be considered for snow and ice overtime unless the employee indicates to the supervisor in writing his or her availability. Forms will be available for the employee to indicate in writing that he or she will be available for snow and ice control.

**47.06**

Employees who are called out and respond to snow and ice control overtime shall have the opportunity to remain on the equipment and/or tasks assigned until the storm ceases. A break of sixteen (16) or more hours shall be considered as the end of a storm.

**ARTICLE 48 - TERMINATION**

**48.01 Ratification of Agreement**

This Agreement shall become effective as of December 1, 2004 after the County receives written notice from the Union, that this Agreement has been ratified by the Union, and upon execution by the Wayne County Executive.

**48.02 Expiration Date**

This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2008.

#### 48.03 Notice to Modify, Amend or Terminate

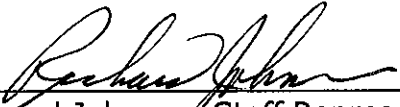
This Agreement shall continue in effect for successive yearly periods after September 30, 2008 unless notice is given in writing by either party at least sixty (60) days prior to September 30, 2008 or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

#### 48.04 Addressing of Notice

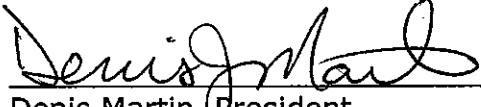
Notices shall be in writing and shall be sufficient if sent by mail addressed to Locals 1862, 2057 and 2926 and Michigan AFSCME Council 25, 600 West Lafayette, Detroit, Michigan 48226, or to such other address as the Unions or Council 25 shall furnish to the County. Notices to Wayne County shall be sent by mail addressed to 221 Wayne County Building, 600 Randolph, Detroit, Michigan 48226 or to such other address as the County shall furnish to the Unions or Michigan AFSCME Council 25 in writing.

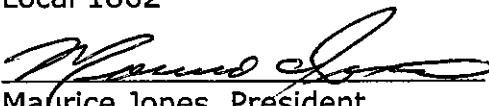
In Witness Whereof, the parties hereto have executed this Agreement as of the date indicated.

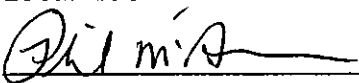
#### FOR THE UNION:

  
Richard Johnson, Staff Representative  
Michigan AFSCME Council 25

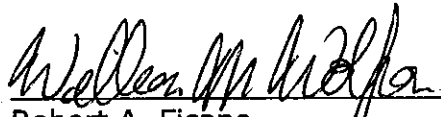
Date: 3-14-08

  
Denis Martin, President  
Local 1862

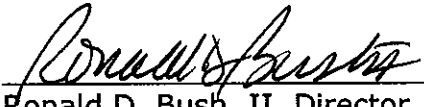
  
Maurice Jones, President  
Local 2057

  
Phil McGuire, President  
Local 2926

#### FOR THE COUNTY:

  
Robert A. Ficano  
Wayne County Executive

Date: 4/4/08

  
Ronald D. Bush, II, Director  
Labor Relations Division

Date: March 14, 2008

Approved by:  
Wayne County Commission

Resolution No. 2008-148

Date: 4-3-08

**TABLE A - PPO MEDICAL PLAN OPTION**

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Benefit Description	Individual	Out of Network
<b>MEDICAL SERVICES</b>		
<b>Hospital Care (inpatient and outpatient)</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Surgical Services</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Emergency Medical Services</b>	\$50 copay	\$100 copay
<b>Ambulance</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Physician Office; not including vision and hearing)</b>	\$20 copay	Not covered
<b>Preventative Services (including well-baby care)</b>	Covered at 100%	Not covered
<b>Diagnostic Services</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Maternity Services</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Alternatives to Hospital Care (skilled nursing, hospice care &amp; home health care)</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Human Organ Transplant</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Mental Health and Substance Abuse Treatment</b>	Covered at 50% after deductible	Covered at 50% after deductible
<b>Allergy Testing and Therapy</b>	Covered at 100% after deductible	Covered at 70% after deductible
<b>Chiropractic Spinal Manipulation</b>	Covered at 100% after deductible	Covered at 70% after deductible
<b>Outpatient Physical, Speech and Occupational Therapy</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Durable Medical Equipment</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Prosthetic and Orthotic Appliances</b>	Covered at 90% after deductible	Covered at 70% after deductible
<b>Private Duty Nursing</b>	Covered at 50% after deductible	Covered at 50% after deductible
<b>DEDUCTIBLES &amp; DOLLAR MAXIMUMS</b>		
<b>Annual Deductible</b>	\$100 per member, \$200 per family per year	\$250 per member, \$500 per family per year
<b>Annual Copay Dollar Maximums (out-of-pocket maximums). Includes flat rate copays for emergency medical services and physician office services.</b>	\$500 per member, \$1,000 per family per year (excluding mental health and private duty nursing services)	\$1,500 per member, \$3,000 per family per year (excluding mental health and private duty nursing services)
<b>Dollar Maximums (benefit caps)</b>	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services.	

**TABLE B - HMO MEDICAL PLAN OPTION**

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

<b>MEDICAL SERVICES</b>		
<b>Hospital Care (inpatient and outpatient)</b>	Covered at 100%	Not covered
<b>Surgical Services</b>	Covered at 100%	Not covered
<b>Emergency Medical Services</b>	\$50 copay	\$100 copay
<b>Ambulance</b>	Covered at 100%	Covered
<b>Physician Office Services (including preventative care services; not including vision and hearing)</b>	\$20 copay	Not covered
<b>Diagnostic Services (including preventative)</b>	Covered at 100%	Not covered
<b>Maternity Services</b>	Covered at 100%	Not covered
<b>Alternatives to Hospital Care (skilled nursing, hospice care &amp; home health care)</b>	Covered according to plan guidelines	Not covered
<b>Human Organ Transplant</b>	Covered according to plan guidelines	Not covered
<b>Mental Health and Substance Abuse Treatment</b>	Covered according to plan guidelines; office visit copay may apply	Not covered
<b>Allergy Testing and Therapy</b>	Covered at 100%	Not covered
<b>Chiropractic Spinal Manipulation</b>	Not covered	Not covered
<b>Outpatient Physical, Speech and Occupational Therapy</b>	Covered according to plan guidelines	Not covered
<b>Durable Medical Equipment</b>	Covered for authorized equipment	Not covered
<b>Prosthetic and Orthotic Appliances</b>	Covered for authorized equipment according to plan guidelines	Not covered
<b>Private Duty Nursing</b>	Covered according to plan guidelines	Not covered
<b>DEDUCTIBLES &amp; DOLLAR MAXIMUMS</b>		
<b>Annual Deductible</b>	None	Not applicable
<b>Annual Copay Dollar Maximums (out-of-pocket maximums).</b>	None	Not applicable
<b>Dollar Maximums (benefit caps)</b>	None	



**TABLE C - TRADITIONAL INDEMNITY MEDICAL PLAN OPTION**

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Benefit Option	Traditional	Out-of-Pocket
<b>MEDICAL SERVICES</b>		
<b>Hospital Care (inpatient and outpatient)</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Surgical Services</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Emergency Medical Services</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Ambulance</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Physician Office Services (excluding routine/preventative, vision and hearing services)</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Well-Baby Care up to age 6</b>	Not Covered	Not Covered
<b>Diagnostic Services (including preventative)</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Maternity Services</b>	Covered at 100% up to BCBSM approved amount	Covered at 100% up to BCBSM approved amount
<b>Alternatives to Hospital Care (skilled nursing, hospice care &amp; home health care)</b>	Covered at 100% up to plan limits	Covered at 100% up to plan limits
<b>Human Organ Transplant</b>	Covered according to plan guidelines	Covered according to plan guidelines
<b>Mental Health and Substance Abuse Treatment</b>	Covered according to plan guidelines under Basic with additional days under Master Medical	Covered according to plan guidelines under Basic with additional days under Master Medical
<b>Allergy Testing and Therapy</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Chiropractic Spinal Manipulation</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Outpatient Physical, Speech and Occupational Therapy</b>	Covered according to plan guidelines under Basic with additional days under Master Medical	Covered according to plan guidelines under Basic with additional days under Master Medical
<b>Durable Medical Equipment</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Prosthetic and Orthotic Appliances</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>Private Duty Nursing</b>	Covered under Master Medical up to BCBSM approved amount	Covered under Master Medical up to BCBSM approved amount
<b>DEDUCTIBLES, COPAYMENTS &amp; DOLLAR MAXIMUMS</b>		
<b>Annual Deductible</b>	\$50 per member, \$100 per family per year for Master Medical services	\$50 per member, \$100 per family per year for Master Medical services
<b>Copayment</b>	20% for Master Medical services after deductible has been met	20% for Master Medical services after deductible has been met
<b>Annual Copay Dollar Maximums (out-of-pocket maximums)</b>	\$1,000 per family per year (excluding mental health and private duty nursing services)	\$1,000 per family per year (excluding mental health and private duty nursing services)
<b>Dollar Maximums (benefit caps)</b>	\$1 million lifetime per covered specified human organ transplant type and a separate \$1 million lifetime per member for all Master Medical services and as noted above for individual services.	

### TABLE D - PRESCRIPTION DRUG PLAN

The following tables describe the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

For active employees electing medical coverage, the following prescription drug benefit will apply:

Benefit Description	Cost to Member	Coverage
<b>Generic</b>	\$5	Not covered
<b>Brand-Name Formulary</b>	\$25	Not covered
<b>Brand-Name Non-Formulary</b>	\$25	Not covered
<b>Mail Order</b>	90-day supply: - Two times (2x) the co-pay	Not covered
<b>Annual Copay Dollar Maximums (out-of-pocket maximums)</b>	\$1,500 per member, \$3,000 per family per year	Not applicable
<b>Plan Features</b>	<ul style="list-style-type: none"> <li>- Mandatory generic program</li> <li>- Mandatory mail order for maintenance drugs</li> <li>- Step-Therapy</li> </ul>	

**TABLE E - TRADITIONAL INDEMNITY DENTAL PLAN OPTION**

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Benefit Description	
<b>Diagnostic and Preventative Services</b>	Covered at 100%
<b>Restorative Services</b>	Covered at 100%
<b>Oral Surgery</b>	Covered at 100% when performed by a dentist; covered at 85% when performed by a specialist
<b>Endodontic Services</b>	Covered at 85%
<b>Prosthodontic Care</b>	Covered at 85%
<b>Periodontic Services</b>	Covered at 85%
<b>Orthodontic Services</b>	Covered at 50% to a lifetime maximum of \$1,000 with no age restrictions.
<b>DEDUCTIBLES &amp; DOLLAR MAXIMUMS</b>	
<b>Annual Deductible</b>	None
<b>Annual Benefit Maximum</b>	\$1,000 per calendar year for all services except orthodontic.

**Diagnostic Services:**

Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

**Preventive Services:**

Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

**Restorative Devices:**

Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

**Oral Surgery Services:**

Extractions and other oral surgery procedures usually employed by a dentist.

**Endodontic Services:**

Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e.; root canals).

**Prosthodontic Services:**

Provides for bridges and partials and complete dentures. In other words, appliances that replace missing natural teeth.

**Periodontic Services:**

Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

**TABLE F - DMO DENTAL PLAN OPTION**

The following table describes the essential features of the health benefit plan in general terms. It is not intended to be a full description of coverage. The complete plans are described in the certificate of coverage issued by the plan provider.

Benefit Description	Coverage (When Available)
<b>Diagnostic and Preventative Services</b>	Covered at 100%
<b>Restorative Services</b>	Covered at 100%
<b>Oral Surgery</b>	Covered at 100% when performed by a dentist; covered at 85% when performed by a specialist
<b>Endodontic Services</b>	Covered at 85%
<b>Prosthodontic Care</b>	Covered at 85%
<b>Periodontic Services</b>	Covered at 85%
<b>Orthodontic Services</b>	Covered at 100% through age 18; covered at 50% up to a maximum copay of \$1,250 for members age 19 and over.
<b>DEDUCTIBLES &amp; DOLLAR MAXIMUMS</b>	
<b>Annual Deductible</b>	None
<b>Annual Benefit Maximum</b>	None

**Diagnostic Services:**

Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: consultations, diagnosis and diagnostic aids.

**Preventive Services:**

Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or disease. Such services may include: prophylaxis and topical application of fluoride solution.

**Restorative Devices:**

Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam, synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.

**Oral Surgery Services:**

Extractions and other oral surgery procedures usually employed by a dentist.

**Endodontic Services:**

Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e.; root canals).

**Prosthodontic Services:**

Provides for bridges and partials and complete dentures. In other words, appliances that replace missing natural teeth.

**Periodontic Services:**

Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

**TABLE G – VISION BENEFITS OPTION**

Vision exams shall be covered under the employee's medical plan once every twenty-four (24) months.

Frames, lenses or contact lenses shall be covered under a vision benefit plan provided through Heritage Vision Plan once every twenty-four (24) months as follows:

<b>Vision Care Services</b>	<b>Heritage In-Network Coverage</b>	<b>Out-of-Network Coverage</b>
<b>Frames:</b>	\$75 Retail Allowance	Reimbursed up to \$30
<b>Standard Lenses (choice of one):</b> <ul style="list-style-type: none"> <li>• Single Vision</li> <li>• Bifocal</li> <li>• Trifocal</li> <li>• Lenticular</li> </ul>	<ul style="list-style-type: none"> <li>• Covered 100%</li> <li>• Covered 100%</li> <li>• Covered 100%</li> <li>• Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>• Reimbursed up to \$35</li> <li>• Reimbursed up to \$45</li> <li>• Reimbursed up to \$55</li> <li>• Reimbursed up to \$80</li> </ul>
<b>Lens Options:</b> <ul style="list-style-type: none"> <li>• Solid Tint</li> <li>• Other Lens Options</li> </ul>	<ul style="list-style-type: none"> <li>• Covered 100%</li> <li>• 20% Preferred Pricing Discount</li> </ul>	<ul style="list-style-type: none"> <li>• Not covered</li> <li>• Not covered</li> </ul>
<b>Contact Lenses:</b> <ul style="list-style-type: none"> <li>• Cosmetic (includes disposable)</li> <li>• Medically Necessary</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 Retail Allowance</li> <li>• Covered 100%</li> </ul>	<ul style="list-style-type: none"> <li>• Reimbursed up to \$65</li> <li>• Reimbursed up to \$200</li> </ul>

**Plan Exclusions:**

- Non-prescription lenses
- Two pairs of glasses instead of bifocals
- Lenses and frames furnished under this plan that are lost or destroyed during the Plan Year
- Parts or repair of frames not covered by the manufacturers' warranty
- Medical or surgical treatment of the eyes
- Drugs or medications
- Corrective services, treatments and materials of an experimental nature
- Services not visually necessary
- Industrial (3mm) safety lenses and safety frames with side shields
- Any services not specified by the Group

## **APPENDIX A**

### **LOCAL 1862**

#### **PROFESSIONAL/TECHNICAL**

<b><u>TITLE</u></b>	<b><u>GRADE</u></b>
Administrative Services Specialist 31*	21
Assistant Supervisor-Field Timekeeping	19
Building Maintenance Supervisor	21
Chief Weighmaster	22
Department Manager 1	22
Department Manager 2	23
Department Manager 3	24
Department Manager 4	25
Department Manager 5	26
Department Manager 6	27
Department Manager 7	28
Department Supervisor 1	16
Department Supervisor 2	17
Department Supervisor 3	18
Department Supervisor 4	19
Department Supervisor 5	20
Department Supervisor 6	21
Department Supervisor 7	22

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\*This class will be eliminated when the last incumbent vacates the position. No positions shall be allocated or reclassified to this class and no employees shall be promoted to this class.

**LOCAL 1862 PROFESSIONAL/TECHNICAL (Cont'd)**

<u>TITLE</u>	<u>GRADE</u>
Equipment Repair Supervisor	23
Forestry Supervisor	22
Highway District Supervisor	22
Safety Engineer	21
Senior Project Supervisor	22
Senior Accountant	22

**LOCAL 2057**

**TECHNICAL**

<u>TITLE</u>	<u>GRADE</u>
Foreman	21

**LOCAL 2926**

**PROFESSIONAL**

<u>TITLE</u>	<u>GRADE</u>
Engineer 1	20
Engineer 2	23
Engineer 3	25
Engineer 4	27
Engineer 5	29
Engineer 6	30
Engineer 7	31
Cooperative Engineering Student	Flat Rate

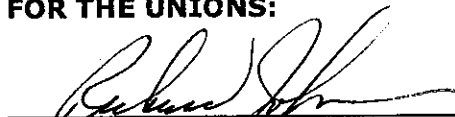
**MEMORANDUM OF AGREEMENT #1  
BETWEEN  
THE COUNTY OF WAYNE AND AFSCME LOCALS 1862, 2057 and 2926**

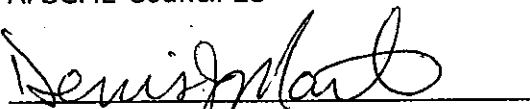
**Re:** Annual Service Adjustments

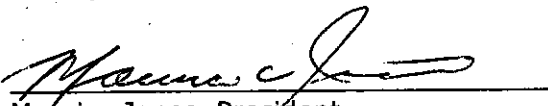
Effective June 1, 2009, and continued annually, eligible employees will receive two percent (2%) annual service adjustments. To be eligible for an annual service adjustment, employees must be of record on the date of the service adjustment, below their grade maximum and have been in their current classification for at least one year on that date. Additionally, the following apply:


- A. Active employees with at least one (1) year of continuous permanent, full-time County service who have worked or been paid at least 1040 straight-time hours in the last 12 months, shall receive the annual service adjustment. Thereafter, June 1 will be the date for future annual service adjustments.
- B. Employees who on June 1, 2009, and annually thereafter, are off the payroll, on leave without pay (except military leave and workers' compensation leave), or on long-term disability leave, will not receive an annual service adjustment unless they have worked or been paid 1040 straight-time hours in the 12 months preceding June 1. If otherwise eligible, the adjustment shall be effective on the date they return to active employment.

**FOR THE UNIONS:**

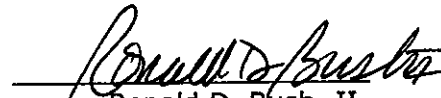
  
Richard Johnson, Staff Representative  
AFSCME Council 25

  
Denis Martin, President  
AFSCME Local 1862

  
Maurice Jones, President  
AFSCME Local 2057

  
Phil McGuire, President  
AFSCME Local 2926

**FOR THE COUNTY:**

  
Ronald D. Bush, II  
Labor Relations Division

March 14, 2008  
DATE



**MEMORANDUM OF AGREEMENT #2  
BETWEEN  
THE COUNTY OF WAYNE AND AFSCME LOCALS 1862, 2057 AND 2926**

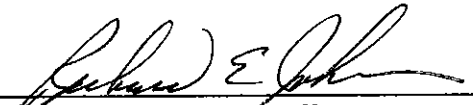
**RE: AGENCY FEE PROCEDURES**

The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. In accordance with the requirements of Chicago Teachers Union v Hudson, 475 US 292 (1986), the Union must adopt and utilize procedures which provide nonmembers with: (1) an adequate explanation of the basis for the Union's service fee including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; and (3) escrow the amounts reasonably in dispute while the challenges are pending and provide for advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for ideological purposes.

To that end, prior to the enforcement of the required payroll deduction of agency shop service fees for any nonmember challenging the Union's service fee, the Union agrees to provide the County with a copy of the Union's current service fee collection procedures and to inform the County in writing that the Union has complied with all requirements of those procedures in connection with the bargaining unit members whose fees are at issue, prior to the County making the required payroll deductions.

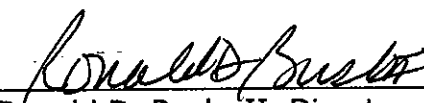
If the procedure is altered or amended the Union agrees to serve the County with a copy and to meet and confer with the County regarding any concerns raised. The Union will inform the County in writing that the Union has complied with all requirements of the above referenced procedures prior to the County making the required payroll deductions.

**FOR THE UNION:**

  
Richard E. Johnson, Staff Rep.  
Michigan AFSCME Council 25

Dated: 3-14-08

**COUNTY OF WAYNE:**

  
Ronald D. Bush, II, Director  
Labor Relations Division

Dated: March 14, 2008


**MEMORANDUM OF AGREEMENT #3  
BETWEEN  
THE COUNTY OF WAYNE AND AFSCME LOCALS 1862, 2057 AND 2926**

**RE:    Crediting Annual Leave and Sick Leave For Employees With Less Than 66  
Hours of Straight-Time Paid Service In A Pay Period**

This memorandum is intended to address the Union's concerns regarding the rare occasion that an employee has 144 hours of straight-time paid service in a month, but not 66 hours of straight-time paid service in an applicable pay period. Following discussion of those concerns, the parties agree to the following:

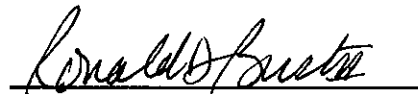
1. Employees will continue to earn vacation and sick leave in 24 of 26 pay periods in a year, instead of on a monthly basis, in accordance with Sections 24.07 and 25.01 of the new collective bargaining agreement.
2. The individual locals shall, under cover letter from the local president, request that the Labor Relations Division inform the Department of Personnel/Human Resources (P/HR) of employees who may have 144 hours of straight-time paid service in a month, but who did not earn vacation or sick leave credits because they did not have 66 straight-time hours of paid service in the applicable pay period. The request must be made within 30 days from the advice date on the corresponding paycheck or direct deposit slip.
3. The Labor Relations Division will forward the local's request to P/HR for review and determination of eligibility for leave credit based on having 144 hours of straight-time paid service in a month. If P/HR determines that the employees had 144 hours of straight-time service in a month, the appropriate uncredited balance of eligible earned leave will be credited to the employees' bank.
4. This memorandum of understanding shall terminate at the end of the 2004 - 2008 contract.
5. This agreement does not establish precedent.
6. The locals cannot use the agreement as evidence in any matter or proceeding unless it concerns enforcement of the agreement.

**FOR THE UNION:**

  
Richard E. Johnson, Staff Rep.  
Michigan AFSCME Council 25

Dated: 3-14-08

**FOR THE WAYNE COUNTY:**

  
Ronald D. Bush, II, Director  
Labor Relations Division

Dated: March 14, 2008